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The Solicitors' Journal
and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, DECEMBER 5, 1914

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:

£1 6s. ; by Post, £1 8s. ; Foreign, £1 10s. 4d.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics

The Real Property and Conveyancing Bill.

WE NOTICED on 15th August the introduction of the Lord Chancellor's Real Property and Conveyancing Bill in its consolidated form. That was no time for the consideration of such a measure; but we observed that the interest in it was only postponed. In the ordinary course it would, we presume, have been proceeded with this autumn, and we should have endeavoured to give such assistance as was possible in explaining the changes which the Drafting Committee, as the result of great labour, have made in the original Bills. But the recent sittings of Parliament have had an object quite different from the reform of real property law and conveyancing, and our own columns have shewn that interest has been diverted into very unusual paths. In this week's issue will be found a mass of new matter relating to the war and war measures which cannot be ignored, however remote from the usual business of a solicitor's office. But we understand that the Lord Chancellor's measure is still only postponed, and that there is every intention of proceeding with it when the exigencies of the war permit. Possibly the House of Lords will be able to take up its consideration in the New Year, and as soon as attention can be profitably directed to it, we hope to discuss its provisions.

Espionage and the Death Penalty

WE NOTICED last week the introduction into the Defence of the Realm Consolidation Act of the death penalty for espionage, and as this removed the grounds of our criticism of the *Lody* case we did not propose to recur to the matter. But the quiet acceptance of the amendment—which went far beyond that case—by the House of Commons was not at all to the liking of the House of Lords, and the possibility of a British civilian subject being executed by the sentence of a court martial drew strong protests from both sides of the house; Lord LOREBURN and Lord BRYCE on one side, and Lord HALSBURY and Lord PARMOOR on the other. Lord PARMOOR pointed out that there was no precedent for thus taking away the rights of British subjects and submitting cases to decision by courts martial, which had not the

same knowledge, experience, and safeguards as the civil courts. There was, we gather, a strong feeling in favour of Lord LOREBURN'S amendment, that any British subject who had not accepted military or naval employment should have the right to be tried by the ordinary courts of law for an offence under the Act so long as such courts were available. This very proper amendment, apparently, it was impracticable for the Government to accept; the debate, it should be noticed, did not take place till Parliament was just on the point of rising; but the Lord Chancellor to some extent met the case by giving an undertaking on behalf of the Government that until Parliament met again a civilian British subject, not under martial law, should not be deprived of his life by court martial under the present Act. It will be seen that the debate quite destroys the Home Office view that espionage is subject to the death penalty apart from statute, and it emphasizes the fact that statutory provision was necessary to deal with a case like LODY'S. With the expediency of inflicting the capital penalty in such circumstances we do not deal, but the undertaking exacted from the Government prevents the statute from going beyond the immediate necessities of the crisis. The clause, which has been incorporated in the Bill, Lord HALSBURY described as the most unconstitutional thing that had ever happened in this country.

The Defence of the Realm Consolidation Act.

IN ANOTHER direction the Defence of the Realm Consolidation Act lessens the functions of courts martial. The original Act empowered the King by Order in Council to make Defence of the Realm Regulations, and by such regulations to authorize the trial by court martial of persons infringing them; and accordingly such provision was made in the regulations issued. But it will have been noticed that in certain cases—notably a recent case at Cardiff—resort has been had to courts martial where such a court was both unnecessary and inappropriate, and the new Act allows regulations to be made authorizing trial by court martial, or, in the case of minor offences, by courts of summary jurisdiction. It will be seen that Lord LOREBURN'S amendment referred to above would have saved civilian British subjects from courts martial altogether, so long as the ordinary courts of law are available, and it is to be regretted that the amendment was not accepted. Whatever reason there may be for giving courts martial power over alien enemies and British subjects in the forces of the Crown, it seems to have been quite a needless measure to extend the power to civilians. It is satisfactory, however, to find it recognized that a court martial is an inappropriate tribunal for minor offences, and it may be hoped that the jurisdiction under the Act will in practice be exercised by courts of summary jurisdiction. It should only be in a very grave case that the extraordinary jurisdiction of a court martial should be invoked.

The Press Bureau.

THE OTHER leading change made by the Defence of the Realm Consolidation Act is in the clause under which journalists, it seems, ran the risk of incurring military penalties. Under an amendment introduced by the Defence of the Realm (No. 2) Act regulations might be made "to prevent the spread of reports likely to cause disaffection or alarm," and these words were reproduced in the Consolidation Bill. It has been objected, however, that the suppression of all reports likely to cause alarm was to compel the newspapers to avoid publishing any news at all except what was favourable. This, of course, is an impossible position. We are not sure that the clause as originally drawn really countenanced the further suggestion, that it might be made use of to shield the Government from criticism, or to save the reputation of individual ministers. The real objection was that it discouraged the publication of unfavourable news—news which it is, surely, even more important for the public to know than favourable news. This view of the functions of the censor the Solicitor-General disclaimed, though he argued that there might be occasions when it would be desirable to postpone the full disclosure of events—even of successes. Possibly this may be so, and we have no desire to minimize the difficulties of the task which the Press Bureau imposes on its

responsible head. Ultimately it must be a question of discretion and tact. In order, however, to define, with as much exactitude as possible, the conduct really aimed at by the statute, the Government accepted Lord ROBERT CRICHTON'S amendment, and substituted, for the words quoted above, the following:—"To prevent the spread of false reports or reports likely to cause disaffection to His Majesty, or to interfere with the success of His Majesty's forces by land or sea, or to prejudice His Majesty's relations with foreign powers." Certain additions have been made in the statute; notably, power to make regulations to secure the navigation of vessels in accordance with Admiralty directions, and the provision that the Admiralty or Army Council may take over the whole or any part of the output of any factory or workshop producing warlike stores or equipment, or take possession of and use any such factory or workshop.

The New Defence of the Realm Regulations.

SIMULTANEOUSLY WITH the passing of the Defence of the Realm Consolidation Act, new Defence of the Realm Regulations have been issued in substitution for the three sets which have hitherto been in force (see 58 SOLICITORS' JOURNAL, pp. 836 *et seq.*). We print the new regulations elsewhere, and it will be seen that considerable changes have been effected. As before, the first clause lays down the principle that the ordinary avocations of life and the enjoyment of property will be interfered with as little as may be permitted by the exigencies of the situation; but under the succeeding clauses power is given to take possession of land, buildings and warlike equipment, and "to do any other act involving interference with private rights of property." Land may be taken for training the forces and roads may be stopped up or diverted. The operation of the new provisions in the Consolidation Act for taking the output of factories or the factories themselves is provided for, and by analogy to section 2 of the Articles of Commerce (Returns, &c.) Act, 1914, the price of articles taken is to be referred to a judge of the High Court. The former provision, under which the naval or military authorities could require the inhabitants to leave specified areas, is extended (clause 9), and more complete provision is made for the regulation of the use of lights at night. Persons within any specified area may be required to remain within doors between specified hours, and the authorities controlling harbours, and water, gas and electric lighting works, and other works, may be required to prepare schemes for destroying or rendering useless their equipment or facilities. The former clause 7 enabled the naval and military authorities to require the closing of public houses in the neighbourhood of any defended harbour or proclaimed area within certain hours. This now appears in extended form as clause 10. The closing may extend to houses in any area specified in the order, and may be directed either generally, or as respects members of any forces mentioned in the Order. New provisions are introduced for the prohibition of dealing in or using firearms or explosives, and the provision of the Consolidation Act as to control of navigation, and as to the alternatives of trial by court martial or by a court of summary jurisdiction, are reflected in the Regulations. Clause 42 provides that "if any person attempts to cause mutiny, sedition, or disaffection among any of His Majesty's forces, or among the civilian population, he shall be guilty of an offence against these regulations." This may be taken as an example of an offence which is suitable for the ordinary courts and not for courts martial. But the wide scope of the Regulations shows that they require to be administered with discretion, and offences should be punished only when they are really dangerous or of dangerous tendency.

Trading with the Enemy.

THE TRADING with the Enemy Amendment Act has become law substantially in the form which we described last week. The cardinal provision is that property, whether corpus or income, belonging to an alien enemy is to be deposited with the Public Trustee as Custodian during the period of the war, and will thereafter be dealt with as may be directed by Order in Council. The sections to which attention should be specially directed are

sections 2, 3, and 4. Under section 2 dividends and other income due to an enemy must be paid to the custodian; if already due, they must be paid within fourteen days after the passing of the Act (27th November); in any other case, then within fourteen days after they would have been paid. Where such moneys have already been paid to a bank or to a trustee, the person who made the payment must within fourteen days after the passing of the Act require the bank or trustee to pay the money to the custodian, and must furnish particulars to the custodian. Heavy penalties may be imposed for omission to comply with these requirements. Under section 3 any person who holds real or personal property for an enemy alien must within one month after the passing of the Act, or after the property comes under his control, give notice to the custodian, and here again heavy penalties are provided. A sub-section has been introduced requiring companies and partners to give notice to the custodian of shares or debentures or profits belonging to an enemy, and under section 4 the court may, on the application of a creditor or of any person interested in the property, or of the custodian or a Government Department, make an order vesting the property in the custodian. Under section 5 the custodian may, if authorized by the court, apply the property of an enemy in paying his debts, but a proviso has been introduced that the custodian must have regard to the sufficiency of the property to satisfy other claims duly verified; and he must keep a register of property held by him under the Act, which will be open to the public free of charge. It is made clear by sub-section 2, of section 14, that no person is to be treated as an enemy under the Act who is not such under the Trading with the Enemy Proclamations; thus it does not extend to enemies who are neither resident nor carrying on business in an enemy country, or to companies which are not incorporated in an enemy country.

Alien Enemies as Plaintiffs.

A LEARNED correspondent, who was in court during the hearing of the appeal in *Maxwell v. Grunhut* (reported elsewhere) on which we commented last week (*ante*, p. 83) writes:—"I am afraid that you have somewhat misconceived the true ground of the decision. The Court of Appeal may have assumed the validity of the rule that an alien enemy cannot sue, but that had nothing whatever to do with the real decision. The plaintiff, Mr. MAXWELL, was neither an alien nor an enemy, nor was he suing as agent to enforce any debt due to his principal, the alien defendant. He sought to sue the defendant in order to obtain from the court a declaration that the power of attorney the defendant had given him ought to be extended, and that he should be appointed receiver to collect the debts and pay the creditors of the firm. The essence of the judgment of the Lord Chief Justice will be found in the words—"In the opinion of the court no such action as the present one would lie. Here the agent had brought an action against his principal and claimed a declaration in respect of a duty owing by the agent to his principal and not *vice versa*. Such an action was quite novel, and no authority had been cited in support of it." It was quite clear to those present that if Mr. GRUNHUT had been a British officer called away on active service, instead of an Austrian, the decision would have been the same. Of course in that hypothetical case the difficulty would probably not have arisen, because the principal could have easily given an extension of power if the power of attorney proved insufficient. As to the rights of alien enemies, Lord Justice BUCKLEY seemed to me to put the matter in a way which recalled MAITLAND, when he said the next day in argument:—"Isn't the principle this? A plaintiff is resorting to the King, seeking justice in the King's Court; therefore an alien enemy, being at war with the King, cannot do so. But that does not apply to a defendant, who is not resorting to the King, but is *hailed* before the King. The difficulty is how to get him there." We are glad to have our correspondent's comments, but the particular passage in the judgment of the Lord Chief Justice on which we based our remarks was:—"It is obvious that the agent can have no greater right than his principal *who being an alien enemy could not sue*." The words in *italic* seem to be a clear adoption of the rule which we have suggested might well be altered.

The Yorkshire Registries Act.

AN IMPORTANT decision as to registration under the Yorkshire Registries Act, 1884, has been given by the Court of Appeal in *Gresham Life Assurance Society v. Crouther* (reported elsewhere), with the result that the judgment of ASTBURY, J. (1914, 2 Ch. 219), has been affirmed. The provisions of this Act are, it is well known, very extensive, both as to the necessity of registering all dealings with interests in land, whether legal or equitable, and also as to the register being conclusive of priority (see sections 4 and 14). The benevolent doctrine of equity, that a puisne incumbrancer who registers with notice of a prior unregistered incumbrance shall not thereby gain priority, is excluded by the express terms of the Yorkshire Act. But in *Malcolm v. Charlesworth* (1 Keen 63) a decision on the old North Riding Registry Act, and in *Arden v. Arden* (29 Ch. D. 702), a decision on the Middlesex Registry Act, it was held that, while the Registration Acts are intended to apply to dealings both at law and equity with the land, yet this must be with the land itself, and the Acts have not been extended to interests in the proceeds of sale of lands. This may seem anomalous, for such interests are treated as land for the purpose of other statutes, such as the old Mortmain Act and the Real Property Limitation Acts. But in the present case of *Gresham Life Assurance Society v. Crouther* (*supra*) the Court of Appeal have recognized the restriction for the purpose of the Yorkshire Registry Act, and have held that an incumbrancer on the proceeds of sale of land held in trust for sale sufficiently secures his priority by giving notice to the trustees, and need not register his charge under the Acts.

Surnames as Trade-Marks.

THE question of the registration of a surname as a trade-mark, which we have previously discussed at some length (57 SOLICITORS' JOURNAL, 45 and 696), has been recently before the court in two cases. The law, undoubtedly, is that surnames are registrable as trade-marks, but only in exceptional cases. What constitutes an exceptional case? It is impossible to give a complete answer to this question, for obviously it depends on the circumstances of each case whether it is exceptional or not.

Of the two cases recently decided, one was the application of SLAZENGERS (LIMITED) to register "Slazenger" as a trade-mark, in which WARRINGTON, J., refused to allow the application to proceed on the grounds, (1) that there was no evidence of the actual use of "Slazenger" as a trade-mark; (2) that there was no evidence that "Slazenger" was adapted to distinguish the applicant's goods. The later of the two cases was an application by CADBURY BROTHERS (LIMITED) to register "Cadbury" as a trade-mark. Here NEVILLE, J., directed the application to proceed. He did not apparently consider it established that the name "Cadbury" had been used on the goods as a trade-mark, but he said that there was "abundant evidence to shew that the method in which they have sold their goods has been adapted to produce the very effect which it has produced, that is, the association of the word 'Cadbury' with a particular manufacturer;" so that the word was a "distinctive mark" within section 9 (5) of the Act of 1905. The application will now pursue the normal course; it will be advertised, and then anyone can come in and oppose the registration.

It should be noticed that in the *Slazenger* case there was no person of the name of SLAZENGERS carrying on a business similar to that of SLAZENGERS (LIMITED), under the name of SLAZENGER; but WARRINGTON, J., said, "How do I know that that there may not be a number of other persons named SLAZENGER in this country who may hereafter desire to start business in some of the numerous articles which would be covered if the trade-mark were registered." This consideration appears to have influenced him in holding that SLAZENGER was not "adapted to distinguish." No such tender consideration for the rights of other CADBURYS appears to have occurred to NEVILLE, J. To refuse to register a trade-mark because of the possible rights in the future of hypothetical persons seems to us highly undesirable.

Emergency Decisions

THE present sittings have already produced a considerable crop of decisions in cases arising out of the war, and it may be convenient shortly to collect them. They fall into two main divisions:—cases affecting only British subjects and cases arising between British subjects and alien enemies. Cases affecting British subjects again may be divided into those arising on the Moratorium, and those arising under the Courts (Emergency Powers) Act; and cases affecting alien enemies may likewise be divided into cases touching the position of an alien enemy as litigant, and those concerned with trading with the enemy. We shall accordingly notice the cases under this fourfold division.

The Moratorium.—With regard to the Moratorium it has to be remembered that the first general Moratorium (6th August) was in respect of contracts made before 4th August, and postponed payments under them for a month or till 4th September, whichever was the later date; and subsequent extensions were granted to 4th October or later, and (subject to payment of interest, and with the exception of rent and retail debts) to 4th November or later, the last possible date being, apparently, 4th December. We are not speaking now of bills of exchange. The original Moratorium was subject to an exception of payments in respect of a liability which, when incurred, did not exceed £5. In a current tradesman's account this referred to the initial items, and if they were under £5 an action was not postponed because the final amount exceeded £5: *Ausder* (1914) (*Limited*) v. *London Motor Coach Works* (ante, p. 24). The contract, as observed above, must have been made before 4th August, and this requirement was not altered by the later Proclamations: *Softlaw v. Morgan* (138 L. T. Newspaper, p. 34).

While the payment was postponed, nothing was due, and no action would lie; and the same applied to any other remedy, such as distress for rent (*Aquis Property Co. v. Hollebone*, *Morning Post*, 23rd Nov.), or re-entry for non payment of rent (*Durrell v. Gread*, ante, p. 7; *Weekly Notes*, p. 382), or forfeiture for non-payment of calls (*Burgess v. O. H. N. Gases (Limited)*, ante, p. 90; *Weekly Notes*, 422). On the other hand, it has been held that a postponed debt was none the less a sufficient debt to support a bankruptcy petition, since this requires "a liquidated sum payable immediately or at some certain future time" (*Bankruptcy Act*, 1883, s. 6, sub-section 1 (b)) (*Re Sahler*, reported elsewhere; *Weekly Notes*, p. 439). And though no action could be commenced during the postponement, yet where the writ was issued before 6th August, the action could be tried after the Moratorium had terminated: *Glaskie v. Petry* (ante, p. 92; *Weekly Notes*, p. 410). But judgment could not be entered on a writ issued during the Moratorium for a postponed debt, notwithstanding that no appearance was entered: *Gramophone Co. v. King* (48 Ir. L. T. 207). The Moratorium only applied to debts arising out of contract; hence it did not apply to a claim to tithes, which depend on the estate, and not on contract: *Emmanuel College v. Nobbs* (137 L. T. Newspaper, p. 567). For the purposes of the Statute of Limitations it will probably be held that the Moratorium suspended the running of the statute.

Emergency Powers.—The Courts (Emergency Powers) Act by section 1, sub-section 1, requires application to be made to the court before (a) levying execution or otherwise enforcing any judgment or order for payment or recovery of "a sum of money to which this sub-section applies?" or (b) before levying a distress, taking possession of any property, exercising any right of re-entry, foreclosing, realizing any security (except by way of sale by a mortgagee in possession), or forfeiting any deposit, for the purpose of enforcing payment of "any sum of money to which this sub-section applies." The draftsman omitted to say to what sums of money the sub-section did apply, but it is not to apply to any sum of money, other than rent under £50 per annum, due under a contract made after 4th August; hence it may be inferred that it does apply to all sums due under contracts made before 4th August, including rent of any amount, and to rent of less than £50 per annum due under contracts made on or after 4th August; but not, it seems, to taxed costs: *Re World of Golf (Limited)* (ante, p. 67). On the application the

court may allow time, if the inability to pay is due to circumstances attributable, directly or indirectly, to the war (sub-section 2). Entry into possession by a mortgagee is within the terms of the Act, but permission to enter was given where interest was in arrear and the mortgagor was in America (*Re William Coward & Co. (Limited)* (ante, p. 42). A resolution forfeiting shares for non-payment of calls is an attempt to take possession of property, and requires leave: *Burgess v. O. H. N. Gases (Limited)* (supra). A winding up order, it has been held, is not an "execution," and leave to proceed with a petition is not required: *Re World of Golf (Limited)* (supra). It should be noticed that the Act, by section 1, sub-section (2), deals expressly with bankruptcy petitions; leave for presenting the petition is not required, but the court may stay the proceedings. The application of the statute to actions of foreclosure is, on its terms, not clear, but it has been held that it does not require leave to be obtained for instituting an action for foreclosure, or for applying for a receiver and manager (*Re Farnol, Eades, Irvine & Co.*, *Weekly Notes*, p. 402; 138 L. T. Newspaper, p. 11). Effect is given to the Act by inserting at the end of the judgment for foreclosure *nisi* the words "but no order for foreclosure absolute shall be made so long as the Courts (Emergency Powers) Act, 1914, is in force, except by the judge in person (*Behagg v. Palmer*, *Weekly Notes*, p. 416; 138 Law Times Newspaper, p. 36). Where the judge has exercised his discretion under the Act, the Court of Appeal will be very slow to interfere with it: *Lyric Theatre case* (*Times*, 30th November).

We quote the following from the *Irish Law Times and Solicitors' Journal* (28th November, p. 332):—"In *Thompson v. Wafer*, heard by the Irish King's Bench Division on 24th November, 1914, where the plaintiff had, before the passing of the Act, obtained an order appointing him equitable receiver over certain moneys alleged to be payable to the defendant, and the order was served after the passing of the Act without the leave of the court having been first obtained, the court, on defendant's application, set aside the order. On the same day in *Woolf v. Cowan* the plaintiff, upon obtaining an order for final judgment, applied under rule 4 (2) for leave to execute on the ground that as defendant was represented in court no summons was necessary, but the court directed that a summons should be served."

Alien Enemies as Litigants.—The position of alien enemies as litigants is now under consideration in the Court of Appeal. It is sufficient to say that under the rule hitherto recognized an alien enemy cannot be plaintiff; but it has been held that he can be sued and can appear and defend: *Robinson & Co. v. Continental Insurance Co. of Mannheim* (ante, p. 7; *Weekly Notes*, p. 393); provided, at least, that the right to be paid or to sue has accrued before the war (*Ingle v. Mannheim Insurance Co.*, ante, p. 59; *Weekly Notes*, p. 406; and see *Leader v. Disconto-Gesellschaft*, *Times*, 27th November). Moreover, an alien enemy, resident here, who has registered himself under the Aliens Restriction Act, 1914, is not debarred from being a plaintiff (*Princess of Thurn and Taxis v. Moffitt*, ante, p. 26); a decision which has been followed in Ireland in *Volkl v. Rotunda Hospital* (48 Ir. L. T. 218); and a company registered in England and carrying on business here ranks as a British subject for the purpose of litigation, notwithstanding it may be composed chiefly of enemy shareholders (*Amorduct Manufacturing Co. v. Defries & Co.*, ante, p. 91; *Continental Tyre Co. v. Tilling*, reported elsewhere.)

Trading with the Enemy.—The Trading with the Enemy Act, 1914, makes it a criminal offence to commit a breach of the Trading with the Enemy Proclamations; it also empowers the Board of Trade to inspect the books of any firm with an enemy partner, or of a company where one third of the capital or of the directorate is represented by enemies; and it empowers the court, on the application of the Board of Trade, to appoint a controller of a business which is affected by the war, and the continuance of which is desirable in the public interest (see also the Amendment Act, section 11). In *Re Meister Lucius & Bruning (Limited)* (ante, p. 25; *Weekly Notes*, p. 390), WARRINGTON, J., outlined the practice to be followed where a controller is appointed. The application is by originating

motion, and the controller is practically in the position of receiver and manager. A similar order was made by the same judge this week in *Re Koppers Coke, Oven, and Bye Product Co.* (Times, 2nd inst.). In the case of an ordinary commercial enterprise, not coming within section 3 of the Act, it seems that the fact of one partner being an alien enemy does not give jurisdiction to appoint a receiver and manager; such an appointment can only be made in an action for dissolution of the partnership (*Rombach v. Rombach*, ante, p. 90; Weekly Notes, p. 423). As regards actual trading with the enemy, partners to a contract are justified in refusing to complete it, if by doing so they will be violating the Trading with the Enemy Proclamations (*Duncan Fox & Co. v. Schrempf & Bonke*, ante, p. 92; Weekly Notes, p. 440).

Reviews.

Books of the Week.

Moratorium and Emergency Powers.—Debtors and the War: Their Rights and Privileges under the Moratorium and the Courts (Emergency Powers) Act, 1914. By F. E. BRADLEY, M.A., M. Com., LL.D., Barrister-at-Law. Stevens & Haynes; Manchester: Sherratt & Hughes. 1s. net.

Legal Diary.—The Lawyer's Companion and Diary and London and Provincial Law Directory for 1915. Edited by E. LAYMAN, B.A., Barrister-at-Law. 69th Annual Issue. Stevens & Sons (Limited); Shaw & Sons. 5s.

Criminal Law.—A Guide to Criminal Law and Procedure. Intended chiefly for the use of Bar Students and Articled Clerks. By CHARLES THWAITES. Ninth Edition. George Barber, Financial Press. 10s. net.

Company Law.—Private Companies: their Utility and the Exemptions they Enjoy. By HERBERT W. JORDAN. Company Registration Agent. Jordan & Sons (Limited). 6d. net.

Legal Literature.—Case and Comment. The Lawyers Magazine, Nov., 1914. Lawyers Co-operative Publishing Company, Rochester, N. Y.

Correspondence.

Costs under Poor Persons Order.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I write to bring to your notice what appears to me and other solicitors to whom I have mentioned the matter to be a grave injustice worked by the rules made under the Poor Persons Order, 1914. The solicitor for a successful plaintiff or petitioner (it seems that a large majority of persons admitted to sue under the rules are petitioners in the Divorce Court), where the action is undefended or there has not been an unreasonable defence (rules 29 and 30), is precluded from recovering his profit costs against the defendant, respondent or co-respondent, who may often be in a position to discharge what should be his liability for costs. The rules appear to assist, not only petitioners into whose circumstances careful inquiry is made before they are permitted to avail themselves of the concessions provided, but also to assist to possibly a greater extent guilty respondents and co-respondents into whose financial position no inquiry is made and who should certainly be liable to pay the costs of actions which by their conduct they have brought about.

A solicitor may be willing to render gratuitous assistance in cases of need; but there is every reason that he should be remunerated for his professional skill and time in cases where a proven guilty co-respondent is well able to pay for the result of his conduct.

I should be glad to hear the views of other solicitors.

DAVID C. CRAIGIE.

102, High-road, Balham, London, S.W., Nov. 28.

Charities and Testators' Relatives.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Your remarks upon my letter and "Lex's" comments do not condemn my propositions. The whole point is whether there is a trust in a legal sense. The testator, if he pleased, might have left the legacy for a definite object—possibly the object of the society—instead of this he gives it to the society; and I hold that the society is free to deal with it.

No doubt he does this because he approves the objects of the society, but, as I have shown, the society has considerable freedom in carrying out those objects.

I take it that the society is not bound to accept a legacy, certainly not if it is subject to onerous conditions; and if the surrender of a portion of the legacy will exonerate society from such conditions, may it not make the surrender?

In the case of a charity it is worth while to avoid the opprobrium arising from the charge that it has accepted a legacy without regard to moral claims.

Is not this one of the cases so frequent in practice where counsel feels bound to advise a strict course and solicitors advise taking the risk of acting otherwise, and are right in so doing?

Dec. 2.

H. H. R.

CASES OF THE WEEK.

Court of Appeal.

BEARD v. MOIRA COLLIERY CO. (LIM.) No. 1.

21st and 22nd October; 12th November.

MINES—RIGHT TO WORK SO AS TO LET DOWN SURFACE—RESERVATION TO GRANTOR—CONSTRUCTION OF DEED—RIGHT OF SURFACE OWNER TO SUPPORT NEGATIVED BY NECESSARY IMPLICATION.

By a conveyance on sale of land the vendor reserved to himself, his heirs and assigns, all the mines and minerals, with a right to enter on the land and to work and to carry away the same "in as full and ample a manner as if these presents had not been executed."

Held, that the owners of the mines and minerals had by necessary implication from the words of the deed a right to let down the surface.

Decision of Eve, J., affirmed.

Appeal by the plaintiffs from a decision of Eve, J. The action was for an injunction to restrain the defendants from letting down the surface of the plaintiffs' land, and for damages for subsidence already caused by the defendants' mining operations. The defendants claimed to have a right to let down the surface, and denied any liability for damages, but paid £165 into court to cover any damages the plaintiffs might have suffered. The severance of minerals and surface took place as far back as 1829, when Sir Roger Gresley, the then owner in fee, sold and conveyed certain lands to one William Harris, saving and excepting all mines and minerals thereunder, with a right reserved to the vendor, his heirs and assigns, to enter upon the said lands and to sink pits and shafts for the purpose of working, and to work the same "in as full and ample a manner as if these presents had not been executed." The plaintiffs claimed title through Harris, and the defendants through Sir Roger Gresley. Eve, J., gave judgment for the defendants, but assessed the damages, in case another court should arrive at a different conclusion, at £93. The plaintiffs appealed. *Cur. adv. vult.*

The judgment of THE COURT, dismissing the appeal, was delivered by SWINFEN EADY, L.J., who, after stating the facts, said that the question was whether, according to the true construction of the conveyance of 1829, Sir Roger Gresley and parties claiming under him thereby acquired or reserved any right to let down the surface. The law had been definitely settled and established by several cases in the House of Lords—*Butterknowle Colliery Co. (Limited) v. Bishop Auckland Industrial, &c., Society (Limited)* (1906, A. C. 305). The law presumed that the surface owner had a right to support, unless power to let down the surface was unequivocally given, or must necessarily be implied from the instrument of severance. It was a question of construction in each case. In the present case there was no right to let down given in express terms, but when Sir Roger Gresley was owner in fee he had a perfect right to work the minerals so as to let down the surface, and unless, after conveyance, he retained that right he would not have been able to work, procure and carry them away "in as full and ample a manner" as before conveyance. The right to let down, therefore, was a necessary implication from the language used. His lordship having referred to an unreported case in the House of Lords in 1883, mentioned by Lord Halsbury in *New Sharleton Collieries Co. (Limited) v. Earl of Westmoreland* (1904, 2 Ch. 443n), and to *Price v. Plaskynaston Colliery Co.* (2 Times L. R. 90), proceeded: It had been argued that, in similar cases referring to the rights of lords of manors under Enclosure Acts, similar words had been held to have a restricted meaning: *Love v. Bell* (9 A. C. 286) and the *Butterknowle case* (supra). But, as explained by Lord Halsbury in *Butterfly Colliery Co. (Limited) v. New Hucknall Colliery Co. (Limited)* (1910, A. C. 381), Enclosure Acts changed the nature of a commoner's interest, and a provision that the lord of the manor should enjoy the property as freely as before became a dead letter. There was no ground for extending any principle in such cases to the construction of deeds, contrary to rules which had been observed for centuries. To decide that necessary implication was insufficient would be contrary to many cases of the highest authority. The appeal failed, and would be dismissed with costs.—COUNSEL, Hughes, K.C., and Ashton Cross; Tomlin, K.C., and MacSwiney. SOLICITORS, Thompsons, Quarrell, & Jones; Kingsford, Dorman & Co., for Smith, Mammatt & Hale, Ashby-de-la-Zouch.

[Reported by H. LANFORD LEWIS, Barrister-at-law.]

GRESHAM LIFE ASSURANCE SOCIETY v. CROWTHER. No. 1.
23rd November.

YORKSHIRE REGISTRY—REGISTRY OF DEEDS—SETTLEMENT OF LAND IN TRUST FOR SALE—MORTGAGE OF REVERSIONARY INTEREST IN PROCEEDS OF SALE—NOTICE TO TRUSTEES OF SETTLEMENT—PRIORITIES—YORKSHIRE REGISTRIES ACT, 1884 (47 & 48 VICT. C. 54), ss. 4, 14.

A mortgage of a reversionary interest in the proceeds of sale of land in Yorkshire, settled upon trust for sale, does not require registration under the Yorkshire Registries Act, 1884. A mortgagee thereof is sufficiently protected by inquiring of and giving notice to the trustees of the settlement, and the priority of successive incumbrances is determined by the dates of such notices.

Malcolm v. Charlesworth (1 Keen, 63) and *Arden v. Arden* (29 Ch. D. 702) followed.

Appeal by the defendant, Sarah Lister, from a judgment of Astbury, J. (1914, 2 Ch. 219). Under a settlement dated 9th September, 1885, a freehold house at Bingley, Yorkshire, together with some personal estate, was settled upon trust for sale, with a power to postpone conversion, and to hold the proceeds of sale upon trust to pay the income to Martha Baxandall during her life, and after her death to hold both capital and income upon trust for the defendant, Emily Crowther, absolutely. Whilst unsold the property was to be held upon trusts as nearly as possible corresponding to those declared concerning the trust fund. In October, 1891, the defendant Crowther borrowed £300 from the plaintiffs on a mortgage of her reversionary interest. The plaintiffs made inquiries of and gave notice of their security to the trustees of the settlement, but did not register the mortgage in Yorkshire. In January, 1896, the defendant Crowther mortgaged her reversion in the house in question, which was still unsold, to a mortgagee, whose security was now vested in the defendant Sarah Lister. The mortgage and subsequent documents were duly registered in the Yorkshire Registry at Wakefield, without any notice of the plaintiffs' mortgage. On 21st October, 1912, Martha Baxandall died, and the reversion fell in. In April, 1913, the plaintiffs brought this action for a declaration that their security upon the freehold property had priority over the claims of Sarah Lister, and for an account and foreclosure or sale. The defendant Crowther did not appear, but there was no charge of fraud against her. The defendant Lister contended that as the plaintiffs' mortgage had not been registered under the Yorkshire Registries Act, 1884, it ought to be postponed to her own security. Astbury, J., gave judgment for the plaintiffs. The defendant Lister appealed, and on her behalf it was contended that the existing authorities were upon earlier statutes, and did not apply to the Act of 1884. It was also argued that the settlement contained no imperative trust for sale, and that the property must still be treated as unconverted realty.

The Court dismissed the appeal on both points, holding, on the construction of the settlement, that the trust for sale was imperative.

Lord COZENS-HARDY, M.R., said the appeal raised an important question under the Yorkshire Registries Act. The court had held that there was an absolute trust for sale. During the widow's lifetime the daughter executed a mortgage in favour of the plaintiffs. All she had was an interest in the proceeds of the sale of the property, and in order to protect their interest the plaintiffs gave notice to the trustees of the settlement, and they thus acquired a good title unless the deed had to be registered. The present appellant made no inquiries of the trustees, but put her mortgage on the register. The daughter could not interfere with the trust for sale vested in the trustees. His lordship thought that it would be contrary to the policy of the Act to say that trustees for sale had anything to do with the dealings of persons entitled to the proceeds of sale. Nearly eighty years ago Lord Langdale, in *Malcolm v. Charlesworth* (1 Keen, 63), laid down principles which had never since been impugned. He said (p. 73): "It appears to me that the deed under which the plaintiff claims is not a deed which affects the land; it is an assignment of the money charged on the land and of the money only, and if I were to hold that an instrument assigning money charged on land situate in a register county required registration, I should lay down a rule which certainly has not hitherto been adopted." That was a bold decision, because there the concurrence of the plaintiffs in the conveyance to a purchaser might have been required; but in the present case that was clearly not required. Then there was the authority of *Arden v. Arden* (29 Ch. D. 702). It was true that was a decision on the Middlesex Registry Act, 1708, but nothing turned on any difference of language in the Acts. The court were asked to overrule decisions eighty and thirty years old; and to do so would probably have the effect of invalidating securities hitherto treated as perfectly good. The appeal would be dismissed.

KENNEDY, L.J., concurred, and

SWINFEN EADY, L.J., delivered judgment to the same effect, observing that, although a share in the proceeds of sale of land was an interest in land for the purposes of the Mortmain Acts and Statutes of Limitation, it was not necessarily so for all purposes. The case was not within the mischief of the statute.—COUNSEL, P. F. Wheeler; Hon. Frank Russell, K.C., and Simpkin. SOLICITORS, Jaques & Co., for Massey & Co., Bradford; Devonshire, Monkland, & Co.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Re AN ARBITRATION BETWEEN STANLEY BROS. (LIM.). AND NUNEATON CORPORATION. No. 2. 9th and 10th November.

ARBITRATION—COSTS OF AND INCIDENT TO—CASE REMITTED TO ARBITRATOR TO DEAL WITH SUCH COSTS—RESULT OF APPEAL NOT PROVIDED FOR IN ALTERNATIVE AWARD AS TO COSTS—DEATH OF ARBITRATOR—SUMMONS FOR TAXATION UNDER AWARD—REFUSAL OF JUDGE TO ORDER TAXATION.

An arbitrator stated a special case, and directed that if any of his alternative awards in favour of the claimants were upheld by the court,

the parties to the arbitration were to pay the costs of and incidental to the arbitration in certain proportions.

The Court of Appeal decided that the claimants had no right to the return of any money, and, allowing the appeal of the corporation with costs, remitted the case to the arbitrator for him to deal with the costs of and incidental to the arbitration. The arbitrator having died, a summons was taken out by the corporation to tax these costs according to the award.

Held, affirming Scrutton, J., in chambers, that, either intentionally or per incuriam, no costs were given in the events which had happened, and therefore there could be no order to tax under the award.

Appeal by the corporation from an order of Scrutton, J., in chambers, affirming an order of Master Chitty. The question for arbitration was whether or no the company were entitled to the return of a large sum of money alleged to have been overpaid by them to the defendant corporation as the water authority for water supplied for several years to their premises. The facts are stated in the report of the proceedings in the Court of Appeal (57 SOLICITORS' JOURNAL, 592; 11 L. G. R. 902, 108 L. T. 986). The ground of the application for arbitration was that under a clause in the agreement between the parties dated 1st January, 1900, Stanley Bros. were, in certain circumstances, to be supplied with water at 2d. per 1,000 gallons. As a matter of fact, this clause was overlooked for some reason or other, and they had paid for water at the standard rate of 8d. per 1,000 gallons. The arbitrator (C. C. Hutchinson, Esq., K.C.) stated a case, of which paragraph 15 (b) was as follows:—"If this my award be submitted to the decision of the court, and such decision result in favour of the claimants whereby they become entitled to be repaid any one or other of the several sums of £1,718, £1,293, £1,426 and £1,073 herein awarded by me in the alternative, then the respondents shall bear their costs and three-fourths of the taxed costs of the claimants of and incidental to the arbitration, and shall also bear and pay two-thirds of the costs, charges and expenses of this my award as hereafter awarded, and the claimants shall bear and pay the remaining one-third of the said charges and expenses." The costs of the award were fixed at £247 12s. The Court of Appeal held that no part of the money paid was recoverable, as the conditions precedent to water being supplied at 2d. per 1,000 gallons had not arisen. They accordingly allowed the appeal of the corporation from the decision of Bailhache, J., who had held that on the true construction of the covenant in question the claimants were entitled to be supplied with water at the lower rate, with costs, no costs on either side in respect of the trial, and the costs of the arbitration to be decided by the arbitrator. The arbitrator having died before he decided the question remitted to him for decision, the corporation took out an originating summons asking (1) that, pursuant to paragraph 15 of the award, directions might be given for the taxation of the costs of the corporation of and incidental to the arbitration, and that the company be ordered to pay to the corporation three-fourths of such costs when taxed and two-thirds of the sum of £247 12s. being the costs, charges and expenses of the said award, and (2) that the costs of and incidental to the application might be provided for. The master made no order, without prejudice to any action on the award. The corporation appealed to the chamber judge, Scrutton, J., who dismissed the appeal with costs, and to the order added the following note:—"I think the declaration in 13 (a) (i.) [of the special case] must be read with an interpretation by the question for the opinion of the court, 17 (1) as compared with the declaration 13 (a) (ii.), interpreted by question 17 (2). So interpreted, I think it is a question of watermain *versus* reservoir, and on this point the determination of the arbitrator has not been affirmed. Neither has the claimant obtained the repayment of any money. The result is that either intentionally or per incuriam no costs are given in the events which have happened, and there can, therefore, be no order to tax." The corporation appealed.

THE COURT (BUCKLEY, PHILLIMORE and PICKFORD, L.JJ.) affirmed the decision of Scrutton, J., and dismissed the appeal.—COUNSEL, for the appellants, Hugo Young, K.C., and Dighton Pollock; for the respondents, Tomlin, K.C., and P. R. Archer. SOLICITORS, Wood, Digg & Nash, for C. F. Clay, Nuneaton; Walmsbury & Stanbury, for W. W. Alderman, Nuneaton.

[Reported by EDMUND REID, Barrister-at-Law.]

MAXWELL v. GRUNHUT. Before Lord Reading, C.J., and the full Court. 24th November.

ALIEN ENEMY—RECEIVER—POWER OF ATTORNEY TO ENGLISH MANAGER OF ALIEN BUSINESS—ACTION FOR DECLARATION OF RIGHTS UNDER POWER—ABSENCE OF JURISDICTION.

An Austrian subject, carrying on business in England, upon the declaration of war between Austria and Russia, gave his manager a power of attorney to carry on the business, and left England for the Front. Shortly afterwards, on the declaration of war by Great Britain against Austria, he became an alien enemy. The manager, being for that reason unable to collect debts due to his principal, commenced an action against him for a declaration that, under the power, he was entitled to collect the debts and give receipts for money due, and for the appointment of a receiver of the assets, with liberty to pay the debts.

Held, that such action, being one brought by an agent against his principal in respect of a duty owed by the agent to the principal, would not lie, and that there was no jurisdiction to appoint a receiver.

Appeal by the plaintiff from a decision of Scrutton, J., in chambers. The defendant was an officer in the Austrian army carrying on business in England under the style of the Hoffmann Construction Company, and the plaintiff was his manager. Immediately after the outbreak of war between Austria and Russia the defendant gave the plaintiff a full power of attorney to continue carrying on the business in his absence, and left England to take up his military duties. On 12th August Great Britain declared war against Austria. There were a number of English creditors and debtors of the business, the amount due to the former being about £400 and the sums due from the latter amounting to £1,950. The plaintiff desired to pay the debts, but had no funds to enable him to do so. On the other hand, the debtors of the business were mostly able, and would, but for the fact that the defendant had become an alien enemy, have been willing to discharge their debts, and so create a fund for the payment of the £400. But they refused to pay the plaintiff, as they were doubtful whether, as agent for the defendant, he was in a position to give them a legal discharge. Thereupon the plaintiff commenced an action against the defendant for a declaration that he was trustee of the assets of the business under the power of attorney, that he was entitled to collect the debts and give receipts for moneys due to the defendant, and for the appointment of a receiver, and moved therefor for his appointment as receiver to get in the debts due to and discharge the liabilities of the business. Scrutton, J., refused to make the order on the ground that he had no jurisdiction to do so, but gave leave to appeal, and the plaintiff appealed. On his behalf it was argued that he was in the position of a trustee of property which was in jeopardy because the defendant was an alien enemy, and that the court would intervene to protect it by the appointment of a receiver, and certain American cases were relied on: *Conn v. Penn* (1 Peter C. C. 496); *Denniston v. Imbrie* (3 Washington C. C. 396); *U. S. v. Grossmayer* (9 Wallace, 72).

The Court dismissed the appeal.

LORD READING, C.J., said the case was an appeal from Scrutton, J., who had refused to make the order, being of opinion that he had no jurisdiction to appoint a receiver, and that, in his opinion, it was a case where the Court of Chancery, before the Judicature Act, 1873, would have had no such power. The argument of Mr. Givcen was that though the plaintiff, as agent for an alien enemy, could not recover any debt from a debtor, he was yet in the position of a trustee protecting property, and could base a claim for a receiver on that. [His Lordship then stated the facts, and proceeded:] The object of the action was to liquidate the business during the war and discharge all the liabilities in this country, and it was argued that it was the most convenient way to enable the agent to receive and give a good discharge. The court was asked to assume that all the debtors were willing, and even anxious, to pay their debts, but were afraid that in the circumstances they would not obtain a good discharge. The difficulty at the outset was that, in the opinion of the court, no such action would lie. Here the agent had brought an action against his principal and claimed a declaration in respect of a duty to be performed not by the principal, but by the agent towards the principal. The agent could have no greater right to sue than his principal, who, being an alien enemy, was not in a position to sue. The form of action had been ingeniously and skilfully devised, but in the view of the court the learned judge was quite right in refusing to appoint a receiver on the ground of lack of jurisdiction. It was not, in any event, a proper case for the appointment of a receiver, but the fatal blot on the case was that the action would not lie.

LORD COZEN-HARDY, M.R., and BUCKLEY, KENNEDY, SWINFEN EADY, PHILLIMORE, and PICKFORD, L.J.J., concurred.—COUNSEL, H. M. Givcen. SOLICITOR, Arthur S. Joseph.

[Reported by H. LANFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re GREENSLADE, GREENSLADE v. McCOWEN. Eve, J.
18th November.

SETTLEMENT—MAINTENANCE—INFANTS CONTINGENTLY ENTITLED—DELEGATION OF POWER—APPOINTED SHARE—POWERS OF TRUSTEES.

An attempt by the donee to delegate to trustees a discretionary power of maintenance and education is wholly inoperative.

Semble, the provisions for maintenance and education, and for advancement usually inserted in settlements, do not in general apply to an appointed share, such a share being by the appointment withdrawn from the general operation of the settlement.

This was a summons asking whether the income of certain trust funds to which infants were contingently entitled was available for their maintenance. The funds in question represented the share of their mother of and in the residuary estate of her father, who by his will directed his trustees to hold the share upon trust to pay the income to his daughter for life, and after her decease in trust for her children or any of them or any of their issue in such shares, if more than one, and in such manner as she should by deed or will appoint, and in default for such of her children as being males should attain twenty-one, or being females should attain that age or marry. The will contained an express provision for maintenance. By her will the daughter appointed the settled share and the income thereof to all her children or any her child who should attain the age of twenty-five before the

expiration of twenty-one years from her death, or should be living at the expiration of such period of twenty-one years without having attained the age of twenty-five years, and if more than one in equal shares, with a proviso that if any child should die before the expiration of twenty-one years from her death under the age of twenty-five, and leaving a child or children who should be living at the expiration of such twenty-one years, or should previously attain the age of twenty-five years, such child or children should take, and if more than one equally between them the share which his, her or their parent would have taken if such parent had been living at the expiration of such period of twenty-one years. The testatrix also empowered her trustees to apply the income of the expectant share of any child or grandchild for or towards his or her maintenance, or if he or she should have attained the age of twenty-one years to pay such income to him or her until his or her share should vest and fall into possession. The testatrix died on 23rd February, 1908, leaving the three respondents, aged respectively 18, 16 and 6 years.

EVE, J.—The case is not one to which the statutory power contained in the 45th section of the Conveyancing Act, 1881, is applicable, but it has been argued that the situation can be met by the exercise either of the power contained in the mother's will, or alternatively of that contained in the grandfather's will. In answer to these arguments it is suggested on behalf of the trustees, first, that the power in the mother's will is invalid as being an attempted delegation by the donee of the power of appointment, and, secondly, that the power in the grandfather's will does not extend to a share taken under an appointment, and even if it does so extend it does not apply to the case of the respondents. In my opinion the clause in the mother's will is not a trust but a power, and it cannot, I think, be denied that the trustees acting under that power could divert income from objects of the power of appointment who become ultimately entitled in possession under the appointment to other objects who in the event may never become entitled in possession. For example, if one of the respondents were to die under twenty-five, leaving a child who should be living on 23rd February, 1929, the whole share of the respondent so dying in the capital and income of the appointed fund would be payable under the appointment to the child, and to the extent to which the income had been paid to or applied for the benefit of the respondent so dying the appointment would fail of effect. It must, therefore, be admitted that the power enables the trustees to modify in some respects the appointment made by the donee, a result which is for practical purposes tantamount to what would have arisen had the appointment of the income accruing prior to the period of distribution been made in express terms to such of the objects as the trustees might select. In other words, I think the power is in effect an attempt to delegate to the trustees a personal discretion exercisable by the donee. The cases of *Chester v. Chadwick* (13 Sim. 102), *White v. Grane* (18 Beav. 571), and *Lloyd v. Lloyd* (26 Beav. 96), are relied on as authorities for the contention that such an attempt is a nullity and void, and although I think the cases as reported are open to the criticism that it is not clear that any one of them was decided with reference to the delegation of the power, it is, I think, impossible to suggest any other satisfactory ground on which the decisions could have been based, and they appear to have been accepted by all text writers as establishing the proposition referred to. I hold, therefore, that the power of maintenance in the mother's will is wholly inoperative. The question remains, can resort be had to the power contained in the grandfather's will? I do not think it can. Conveyancers seem to be agreed that the better opinion is that the provisions for maintenance and education, and for advancement usually inserted in settlements, would not in general apply to an appointed share, such a share being, by the appointment and so far as it extends, withdrawn from the general operation of the settlement (see Davidson's Precedents, 3rd ed., vol. 3, p. 159, and Vaizey on Settlements, vol. 2, p. 1217); but, on the other hand, the order made in *White v. Grane* (ubi supra) might be cited in support of the contrary view. It is not, however, necessary for me to determine this point, as in the present case, even if the power of maintenance in the grandfather's will applies to appointed shares generally, it does not apply to this appointed share, because by the codicil to his will he declares that the power "shall only apply to income to which the infant is or if of full age would be entitled, and there is no income under this appointment falling within that definition. I regret, therefore, to say that I must answer the question in the negative, but I am hopeful that by some inexpensive scheme of insurance the difficulties in the way of making this income available may be surmounted, and I accordingly adjourn the rest of the summons into chambers with that view.—COUNSEL, J. G. Wood; Giver. SOLICITORS, Carthew, Wheeler & Hancock, for Barry & Harris, Bristol.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

JAMES BOSCOE (BOLTON) (LIM.) v. WINDER. Sargant, J.
27th October.

TRUST—TRUST FUNDS PAID INTO GENERAL BANKING ACCOUNT—MIXING OF TRUST FUNDS WITH PRIVATE MONIES—CHARGE FOR TRUST FUNDS ON ULTIMATE BALANCE OF ACCOUNT.

The plaintiff company sold its business to A, who agreed to get in certain book debts and pay them over to the plaintiff company. A got in a certain portion of these book debts, and paid them into his private general account, to an amount of £455 18s. 11d. He applied all this money, with the exception of £25 18s., for his own purpose during the two days after he paid it in; but he subsequently paid other moneys

of his own into the account, the balance of which moneys were now in the hands of the defendant, who was a trustee of A's property under an administration order in bankruptcy. The bank balance stood at his death at £358 5s. 5d., on which sum the plaintiff company now claimed a charge.

Held, that the account not being a trust account, it was impossible to attribute to A that by the mere payment into the account of further moneys he intended to clothe them with a trust for the plaintiff company, and accordingly the only part of the balance which could be taken by the plaintiff company was a sum of £25 18s.

Re Hallett's Estate, Knatchbull v. Hallett (1880, 13 Ch. D. 696) distinguished.

This was an action against the trustee of the property of one Wigham, under an administration order in bankruptcy, claiming a charge on the balance at his banker's at the time of his death. The plaintiff company had sold its business to Wigham, who, by the agreement for sale, was to get in the book debts of the company then owing, and on or before 30th April, 1913, to pay over to the plaintiff company all moneys received by him on account of the book debts, "such amount to be equal to the gross amount of debts owing on 1st March, 1913. Thereafter all debts then outstanding to belong to the purchaser." The gross amount of the book debts then owing was about £623, and Wigham got in about such a sum. On or before 19th May, 1913, he paid £455 18s. 11d., part thereof, into his private general account at a bank. Two days later he had drawn out all this money but £25 18s., and applied it for his own purposes, and not in paying the company as agreed. Subsequently he paid moneys of his own into this account, and drew on it for his own purposes, and at his death there was a credit balance on the account of £358 15s. 5d. This was the amount on which the company claimed the charge. Counsel for the company relied on *Re Hallett's Estate, Knatchbull v. Hallett* (1879, 13 Ch. D. 696), and said that in this case the drawer must be taken to have drawn out his own money and to have left in the trust money, no matter at what time the drawings took place, as the rule in *Clayton's case* (1 Mer. 572) has no application to such circumstances as these.

SARGANT, J., after stating the facts, said: The plaintiff's claim in this case, if successful, would result in a large extension of the doctrine laid down in the case of *Re Hallett's Estate, Knatchbull v. Hallett* (supra). A trust was created by the agreement as to the book debts in favour of the plaintiffs. *Re Hallett's Estate* would have been decisive in favour of the plaintiff's claim but for the circumstance that, after payment in of the £455 18s. 11d., representing book debts, on or before 19th May, 1913, the balance at the bank was by 21st May, 1913, reduced to £25 18s., so that the trust moneys could not be traced into the common fund standing to Wigham's credit at his death to an extent of more than £25 18s., since, with the exception of that sum, all the trust moneys had been paid out and applied by Wigham for his own purposes. The account not being a trust account, but a general trading account, it is impossible to attribute to Wigham that by the mere payment into the account of further moneys, which to a large extent he subsequently used for purposes of his own, he intended to clothe those moneys with a trust in favour of the plaintiffs. I accordingly hold that the only part of the balance of £358 5s. 5d. which can be taken by the plaintiffs is the £25 18s.—COUNSEL, Martelli, K.C., and E. W. Hansell; Cyril Atkinson, K.C., and Frank S. Foley. SOLICITORS, Woodcock, Buland & Parker, for Russell & Russell, Bolton; D. H. Pettitt, for F. W. Brockbank, Bolton.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

CONTINENTAL TYRE AND RUBBER CO. (GREAT BRITAIN) (LIM.) v. THOMAS TILLING (LIM.). Lush, J. 13th and 23rd November.

ALIEN ENEMY—SALE OF GOODS—BRITISH COMPANY—SHARES HELD BY ALIEN ENEMIES — GOODS SUPPLIED BEFORE WAR — LIABILITY FOR PAYMENT.

It is not unlawful to make payment to an English company for goods sold and delivered, although the majority of the shares may be held by alien enemies.

The plaintiffs, an English company incorporated, carrying on business, and having their registered office in England, sought to recover £5,753 2s. 11d., the price of tyres sold and delivered to the defendants before the beginning of the war. The plaintiffs were one of many branches, in Germany and elsewhere, of a German parent company. The share capital of the company was £25,000 £1 shares, the bulk of which were held by the German company, all the remaining shares, with one exception, being held by Germans resident in Germany. The remaining one share was held by the secretary of the company, residing in this country and naturalized. The defendants admitted the sale and delivery of the goods, but contended that the plaintiffs could not sue for the price of the goods during the war, because, although they were an English company, practically the whole of the shares were held by alien enemies, for whose benefit the payment would be made. *Cur. adv. vult.*

LUSH, J., said it had been contended on behalf of the defendants that since it was unlawful to do any act, or make any payment, for the benefit of an alien enemy, it would be unlawful to make a payment to the plaintiffs, because it would be a payment "for the benefit" of the

plaintiff company. It was impossible, in his opinion, to say that it was unlawful for a British subject to trade in England with the plaintiff company. It was impossible, in his opinion, to say that it was lawful to make a contract with the company for the purchase of goods, but unlawful to perform it. If the law permitted and recognized the validity of a promise to pay, which was an essential term of the contract, it necessarily permitted and sanctioned the actual payment, and, conversely, if it prohibited the payment, it must prohibit or, at all events, refuse to sanction the making of the contract to pay. The contention that such trading was unlawful was, in his opinion, unsound on several grounds. In the first place, if the legality of the trading depended on the nationality of the trader, and his lordship did not think it did, one could only look at the nationality of the trading company, which in that case was English and not German. To say that one must ascertain who the shareholders of a company were and what was their nationality involved a misconception. A company did not contract on their behalf or as their agents. It did not necessarily contract even indirectly for their benefit. The persons really interested in the trading by a limited company might be creditors or debenture-holders. The shareholders might be of one nationality at one time, and of a different nationality at another. Such trading was also recognized by the Trading With the Enemy Act, 1914, and by the Proclamation of 5th September. There was, however, a broader ground on which the defendants' contention was unsound. He failed to understand how it could be injurious to the interests of the State that a British subject should be allowed to purchase the goods in such circumstances, because of the nationality of the vendor, or how public policy could require that he should refrain from acquiring them. The vendor, and the disposition of the money he received, were and would be under the control of the laws of this country. It was not true to say that the vendor, who was resident here, and was resident here before the war, sold the goods in the capacity of an alien enemy, or that he received money in that capacity, although he might be an alien enemy in fact, or that the act was done or the payment made for the benefit of an alien enemy in any effective sense. The enemy would, no doubt, benefit if the money were transmitted to the enemy country, but it would be the transmission of the money, not the payment in England or the sale of the goods, that would benefit them. The cases cited on behalf of the defendants, *The Hoop* (1 C. Rob. 196) and *Wells v. Williams* (1 Lord Raym. 282), were not against that view. The action was maintainable, and there would be judgment for the plaintiffs with costs.—COUNSEL, D. M. Hogg; Leslie Scott, K.C., and Jowitt. SOLICITORS, Stephenson, Harwood & Co.; Hicklin, Washington, & Passmore.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Bankruptcy Cases.

Re SAHLER. Div. Court. 17th November.

BANKRUPTCY—ACT OF BANKRUPTCY—PETITIONING CREDITOR'S DEBT—NOTICE OF SUSPENSION OF PAYMENT—DEBT PAYABLE AT A CERTAIN FUTURE TIME—MORATORIUM PROCLAMATIONS, 6TH AUGUST AND 1ST SEPTEMBER, 1914—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 4, SUB-SECTION (1) (h); s. 5, SUB-SECTION (1) (b).

A debtor gave notice that he had suspended payment on 9th September, 1914, and a petition was presented against him on 12th September. At that time the Moratorium Proclamation of 1st September, 1914, was in force extending the time for payment of debts to 4th October.

Held, that a receiving order ought to be made upon the petition, for the debt was payable at a certain future time, viz., 4th October, and that there was nothing in the Moratorium Proclamations to prevent a debtor from committing an act of bankruptcy by giving notice of suspension of payment.

Appeal from the dismissal of a petition by the registrar of the county court at Brentford. The debtor was a baker, and the petitioning creditor's debt was £101 5s. 6d., due for flour supplied on 21st April, 1914. On the outbreak of war the debtor, being a German, had difficulty in collecting the debts due from his customers, and called a meeting of his principal creditors on 3rd September and laid before them a statement shewing liabilities £621, assets £302. It was suggested that the principal creditors should finance the debtor, who had some landed property subject to mortgages, which he expected to shew a surplus. The creditors, however, refused to finance him, and sent out a circular calling a general meeting of creditors for 9th September. At that meeting it was alleged that the debtor gave notice that he had suspended payment. A petition was presented against him on 12th September, and came on for hearing on 5th and 13th October. The registrar found on the evidence that the debtor had given notice that he had suspended payment, and thereby in ordinary circumstances would have committed an act of bankruptcy on 9th September; but that by virtue of the Moratorium Proclamations of 6th August and 1st September, there was no debt due at that date, and it was impossible for the debtor to commit an act of bankruptcy. The petition was accordingly dismissed. The petitioning creditors appealed, and it was contended on their behalf that, though the moratorium might save a debtor from being sued for a debt, it did not prevent his being made bankrupt, for a bankruptcy petition does not ask for payment, but for the administration of the debtor's estate. A petition can be based on a debt payable at a certain future time, and this debt became payable on 4th October when the moratorium expired, for the Proclamation of

30th September, which extended the moratorium in some cases to 4th November, excepted "any payment due and payable to or by a retail trader in respect of his business as such trader." Counsel for the debtor contended that, at the date of the presentation of the petition, there was no debt payable at a certain future time, as no one knew how long the moratorium might be prolonged.

HORRIDGE, J.—But for the effect of the moratorium the petitioning creditor's debt would have been due and payable on 12th September. The effect of the two Moratorium Proclamations of 6th August and 1st September was to make that debt due and payable on 4th October. By section 6, sub-section (1) (b), of the Bankruptcy Act, 1883, a petitioning creditor's debt must be "a liquidated sum payable either immediately or at some certain future time." This debt had accrued due before 12th September, and by virtue of the moratorium became payable on 4th October. Therefore the debt was a good petitioning creditor's debt. The act of bankruptcy relied on was a notice of suspension of payment said to have been given on 9th September. It might well be argued that a man was not likely to give notice of suspension of payment while the law gave him an extension of time for payment till 4th October, but there was nothing in the Proclamations to prevent a debtor giving such a notice if he liked. On the evidence the registrar found that the debtor did give notice that he had suspended payment, and that being so, there was a good act of bankruptcy, for there was nothing in the Proclamations which made it impossible for the debtor to commit an act of bankruptcy if he chose to do so.

ROWLATT, J., held that this was a clear case of a debt payable at a certain future time, and that it was impossible to hold that the debtor could not commit an act of bankruptcy. The moratorium did not apply to all debts, and a debtor might very well give notice that he could not pay his debts, quite apart from debts affected by the moratorium. Appeal allowed.—COUNSEL, Tindale Davis; Miles Hansell. SOLICITORS, Busby; Harold Mayhew & Darling.

[Reported by P. M. FRANCES, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE MIRAMICHI." Evans, P. 2nd and 23rd November.

PRIZE LAW—CARGO DESTINED FOR THE ENEMY—SHIPPED BEFORE THE WAR BY NEUTRALS—BRITISH SHIP—DOCUMENTS NOT TAKEN UP BY THE ENEMY—ADVANCES MADE THEREON—CARGO AT THE RISK OF THE ENEMY—JUS DISPONENDI IN THE SHIPPER—RIGHT TO SEIZE ENEMY CARGO IN BRITISH SHIPS IN PORT AT THE OUTBREAK OF WAR—DECLARATION OF PARIS.

Where all the material parts of a business transaction take place *bonâ fide* during time of peace, but by reason of war it becomes necessary to decide questions of property in the Prize Court, the law applied in such cases is the ordinary municipal law governing contracts of sale.

Where goods contracted to be sold are shipped during peace, they are not subject to seizure on the outbreak of war unless under the contract the property in them has passed to the enemy.

In this case the American firm had still the *jus disponendi*, the documents not having been taken up by the German buyers, and the proceeds of sale were accordingly ordered by the court to be paid to the American firm.

Dictum that the proposition that, even if the property had been enemy property in this British ship in port at the outbreak of war, it could still not have been seized is wholly lacking in foundation.

This case raised the question whether cargoes in British vessels shipped before the war by neutrals to German buyers are subject to condemnation when the documents are not taken up by the German buyers, and money has been advanced on them by neutral bankers. The Attorney-General said that the cargo of wheat was shipped before the war broke out in the British ship *Miramichi*, at Galveston, to German buyers in Germany. The date of shipment, 28th July, was important, because it might be that the rule was different after war broke out, when perhaps an enemy destination might be conclusive. About 8,000 bushels of the wheat were sold by Muir & Co., the American shippers, to George Fries & Co., of Colmar, in Alsace. The other 8,000 were sold to Zimmer Brothers, of Mannheim. They were c.i.f. contracts—net cash against documents, insurance free of war risk. Muir & Co., having made their contracts, arranged with the Guarantee Trust Co. to make an advance on the cargo, and handed over the shipping documents to them. They sent forward a letter of delegation drawn by Muir & Co. on Zimmer Brothers, but the latter refused acceptance because tendered one month after the due date. Meanwhile war had broken out, and when *The Miramichi* arrived at Queenstown, where she had been sent by her owners for orders, the Trade Board of the Admiralty refused to allow her to proceed to Rotterdam with her cargo, and she was diverted to Manchester, where the cargo was seized by the officer of Customs. He submitted that the test of the right to capture and condemnation was the answer to the question, "On whom was the risk at the moment of capture." The American claimants had the *jus disponendi*, no doubt, and to that extent a proprietary interest, but they had not the general property, and still less the risk. The sellers had a vested right of payment whatever happened to the goods on tender of the documents. He submitted that on the contract the owners of the cargo were the German consignees. The risk was

clearly on the enemy. He referred to *The Paqueta de Bilbao* (1 E. P. C. 209), *Biddell v. Clemens Horst* (1911, 1 K. B. 214 and 934; 1912, A. C. 18), *Mirabita v. Imperial Ottoman Bank* (3 Ex. Div. 164), *The Sally* (1 E. P. C. 28), and *The Atlas* (1 E. P. C. 31). Counsel for the claimants submitted that there was a great difference between the position of goods shipped before war and those shipped during war. The rule in *The Sally* (*supra*), that goods which would become the property of the enemy on delivery were liable to condemnation, only applied to goods shipped after war broke out. The true test where the goods were shipped before the war was:—In whom was the beneficial ownership? He submitted that it was in the unpaid vendor, and that where the goods were at the disposal of the seller no property passed to the buyer: see *Ryan v. Ridley* (8 Com. Cas. 105). He also referred to *The Cousine Marianne* (2 E. P. C. 85), *The Ida* (2 E. P. C. 268), *The Abo* (2 E. P. C. 285), *The Vrow Margaretha* (1 E. P. C. 149), *Shepherd v. Harrison* (5 App. Cas. 123), and *Ogg v. Shuter* (1 C. P. D. 47). His junior, who followed, contended that, as this was a seizure in port at the outbreak of war, the goods were not liable to condemnation in any event. It had never been the practice to condemn enemy goods in British vessels seized in port. He said: There is no single case of condemnation of enemy goods on an English ship in port at the outbreak of war. There are cases of condemnation of enemy goods as contraband of war under such circumstances, but not as enemy goods. At the date of the Crimean War Russian ships were given six weeks in which to complete their loading and depart. If such a proposition were true, then enemy goods in an enemy ship under the Treaty of Paris would have been in a better position than enemy goods in a British ship, because of the days of grace in which to depart. Moreover, there can be no question of public policy in this matter, for all that could be done with such enemy goods in such an English ship would be to discharge them from the ship and sell them, and the proceeds of such a sale could not reach the enemy till the war is over.

Sir SAMUEL EVANS, P., after stating the facts, and observing that both the purchasing firms were German firms, and at the time of seizure or capture of the cargo were enemy subjects, said: On 28th July the sellers drew a bill of exchange upon the buyers, and, according to the statement of the Attorney-General, discounted it with the bankers (the Guarantee Trust Co., of New York, who have joined them as claimants). On the same date they deposited with the bankers the bill of lading and certificates of insurance, to be delivered up on payment by the buyers through a Berlin bank of the amount due on the bill of exchange for the cost and insurance, less the freight which was credited, as it was to be paid for by the buyers on delivery. On the same date, also, the original documents were forwarded to the Berlin bank for credit of the New York bank by the steamer *La Savoie*, which left New York on 29th July and arrived at Le Havre on 5th August; and duplicate documents were forwarded by the steamer *Carmanid*, which left New York on 29th July and arrived at Liverpool on 7th August. The buyers were duly notified of these matters, and an invoice was forwarded to them by the sellers on the same day (28th July), with all the necessary particulars of the shipment, bill of exchange, and documents. So far as the buyers are concerned, no further information was given to the court except that the documents were tendered to them, and that on the tender they refused to accept the documents, or to pay the sums due under the bill of exchange, and indorsed the bill of lading as follows:—"Refused on account of late production, nearly one month after normal due date.—Colmar, 3rd September, 1914.—Geo. FRIES." That reason was a mere excuse; the real reason, no doubt, was that war had broken out. The sellers, therefore, or their bankers, still hold the bill of lading, and the bill of exchange remains unpaid. The question of law is: Was the cargo on 1st September subject to seizure or capture by or on behalf of the Crown as *droits of Admiralty* or as prize? Before this question is dealt with I desire to point out that nothing which I shall say in this case is applicable to capture or seizure at sea or in port of any property dealt with during the war or in anticipation of the war. Questions relating to such property are on an entirely different footing from those relating to transactions initiated during times of peace. Where, as in the present case, all the material parts of the business transactions took place *bonâ fide* during peace, and it becomes necessary to decide questions of property, I hold that the law to be applied is the ordinary municipal law governing contracts for the sale and purchase of goods. Where goods are contracted to be sold, and are shipped during peace without any anticipation of imminent war, and are seized or captured afloat after war has supervened, the cardinal principle is that they are not subject to seizure or capture unless under the contract the property in the goods has by that time passed to the enemy. It may be that the element of risk may legitimately enter into the consideration of the question whether the property has passed or has become transferred. But the incidence of risk or loss is not by any means the determining factor of property or ownership. (Cf. section 20 of the Sale of Goods Act, 1893.) The main determining factor is whether according to the intention of seller and buyer the property had passed. The question which governs this case, therefore, is: Whose property were the goods at the time of seizure? (See *The Cousine Marianne* (Edw. 346, and 2 E. P. C. 85), *The Ida* (Spinks, p. 26, and 2 E. P. C. 268), *The Abo* (Spinks, p. 42, and 2 E. P. C. 285), *The Vrow Margaretha* (1 C. Rob. 356, 1 E. P. C. 149), and *The Ariel* (11 Moore P. C. 119, and 2 E. P. C. 600.) In my opinion, the result of the many decisions from *Wait v. Baker* (1848, 2 Ex. 1), up to *Ogg v. Shuter* (1875, 1 C. P. D. 47), *Mirabita v. Ottoman Bank* (1878, 3 Ex. D. 172), and thence up to the

Sale of Goods Act, 1893; of the provisions of the Sale of Goods Act, 1893, itself (following closely on these matters the judgment of Lord Justice Cotton in *Mirabita v. Ottoman Bank*); and of the decisions after the Act, e.g., *Dupont v. British South African Co.* (1901, 18 T. L. R. 24), *Ryan v. Ridley* (1902, 8 Com. Cas. 105), and *Biddell v. E. Clemens Horst* (1911, 1 K. B. 214, C. A. 934, H. L., 1912, A. C. 18) is that, in the circumstances of the present case, the goods had not at the time of seizure passed to the buyers; but that the sellers had reserved a right of disposal or a *jus disponendi* over them, and that the goods still remained their property, and would so remain until the shipping documents had been tendered to and taken over by the buyers, and the bill of exchange for the price had been paid. It follows that the goods seized were the property of the American claimants, and were not subject to seizure. The court decrees accordingly, and orders the goods to be released to the claimants. Another point was that, as the cargo was in a British ship, it could not be seized or captured, even if it was enemy property. In my opinion, this proposition is wholly lacking in foundation. No authority was cited for it. Such a contention has never been put forward, because I think no one has thought that it could prevail. Enemy property at sea or in port can be captured or seized except where an express immunity has been created. Abundance of authority exists for this in the books of international jurists. (Wheaton's International Law, edited by Mr. Dana, 1866, sect. 355 and Note 171.) As to the suggestion that the right of seizure or capture of enemy property carried as cargoes in British ships no longer exists after the Declaration of Paris, it is obvious that the Declaration only modified or limited the right in favour of neutrals for the benefit and protection of the commerce of neutrals and in the interest of international comities, and did not in any other respect weaken or destroy the general right. In my view, it is abundantly clear that enemy goods carried in British vessels are subject to seizure in port and capture at sea in times of war. I order the payment out of court of the proceeds of the sale of the cargo to the claimants' solicitors. I give no costs, and, on the application of the Attorney-General, grant a stay of execution.—COUNSEL, Sir J. Simon, A.-G., and R. A. Wright; Leslie Scott, K.C., and R. H. Bolloch. SOLICITORS, the Treasury Solicitor; Thomas Cooper & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

In the Estate of **HARRIET BOWRON**. Bargrave Deane, J.
30th November.

PROBATE—ADMINISTRATION—WIFE'S ESTATE—BANKRUPTCY OF HUSBAND—GRANT TO TRUSTEE IN BANKRUPTCY—CITATION OF OR NOTICE TO HUSBAND DISPENSED WITH—COURT OF PROBATE ACT, 1857 (20 & 21 VICT. c. 77), s. 73.

Where the husband of a deceased intestate was an undischarged bankrupt, a grant of administration to the wife's estate was, under section 73 of the Court of Probate Act, 1857, made to the husband's trustee in bankruptcy, without citation of or notice to the husband.

This was a motion for a grant, under section 73 of the Court of Probate Act, 1857, of letters of administration to the estate of Harriet Bowron, deceased, to Edwin Leadam Hough, as senior official receiver and trustee in bankruptcy of the property of John Allen Bowron, the husband of the deceased, without citation of or notice to the husband. Harriet Bowron died intestate on 13th October, 1914, at Camberwell House Aylum, Camberwell, possessed of personal estate of the value of £710 2s. 6d., leaving John Allen Bowron, her lawful husband, her surviving. The husband had not applied for letters of administration. He had been adjudicated bankrupt on 21st March, 1911, and on 3rd April, 1911, a trustee of the property of the bankrupt had been appointed. That trustee in bankruptcy had been released on 17th March, 1914, whereupon Edwin Leadam Hough, as senior official receiver in bankruptcy, became the trustee of the property of the bankrupt husband. The bankruptcy had never been annulled, nor had the bankrupt obtained his discharge. Counsel for the applicant, Edwin Leadam Hough, stated that the bankrupt husband had not been cited to accept or refuse a grant, nor had notice of the application been given to him. Notwithstanding the absence of such citation or notice, he moved for a grant of administration under section 73 of the Court of Probate Act, 1857, to Edwin Leadam Hough, the official receiver, as trustee in bankruptcy of the husband's estate. He further asked that the bond of the official receiver, without sureties, should be accepted.

BARGRAVE DEANE, J., made the order as prayed.—COUNSEL, R. F. Bayford, for the applicant. SOLICITORS, Tarry, Skerlock, & King.

[Reported by CLIFFORD MORTIMER, Barrister-at-Law.]

At the last sitting of the Royal Commission on Public Records, says the *Times*, the Rev. Dr. J. Charles Cox, of Sydenham, complained that in many instances parish registers were allowed to get into private hands instead of being preserved for the benefit of the parish itself. Occasionally he had seen notices of their intended sale in catalogues, and had been instrumental in restoring one or two registers. It was no exaggeration to say that the disappearance of parish registers was due to the culpable negligence of a minority of the incumbents. There had been a great deal of negligence both among incumbents and among diocesan registrars. Dr. Cox suggested that old registers should be taken from the private custody of individual incumbents and placed in a central building in London or in the county borough concerned. Sir Henry-Lyte, Deputy Keeper of the Public Records, recommended that local record offices should be established throughout the country.

New Orders, &c.

New Statutes.

On the 27th ult. the Royal Assent was given to the following Acts:—

- Consolidated Fund (No. 1) Act, 1914 (Session 2).
- Finance Act, 1914 (Session 2). (To be printed next week.)
- Anglo-Portuguese Commercial Treaty Act, 1914.
- Customs (Exportation Restriction) Act, 1914.
- House of Commons (Commissions in His Majesty's Forces) Act, 1914.
- Land Drainage Act, 1914.
- Sheriff Courts (Scotland) Amendment Act, 1914.
- Defence of the Realm Consolidation Act, 1914. (Printed below.)
- Criminal Justice Administration (Postponement) Act, 1914.
- Local Authorities (Disqualification Relief) Act, 1914.
- Government War Obligations Act, 1914.
- Trading with the Enemy Amendment Act, 1914. (Printed below.)
- Execution of Trusts (War Facilities) Act, 1914.
- Poor Relief (Ireland) Act, 1914.
- National Insurance (Navy and Army) Act, 1914 (Session 2).
- Royal Marines Act, 1914.
- Navy and Marines (Wills) Act, 1914.
- Injuries in War Compensation Act, 1914 (Session 2).
- Courts (Emergency Powers) (Ireland) Act, 1914.
- Law Agents Apprenticeship (War Service) (Scotland) Act, 1914.
- Pack-Beresford's Divorce Act, 1914.

War Orders and Proclamations, &c

The *London Gazette* of 27th November contains the following:—

1. An Order of the Lord Chancellor, dated 26th November (printed below), cancelling till further order the application of R.S.C., Ord. 11, r. 8, to the German Empire.
- The *London Gazette* of 1st December contains the following:—
2. An Order in Council, dated 28th November (printed below), revoking the existing Defence of the Realm Regulations, and making new Regulations under the Defence of the Realm Consolidation Act, 1914.
3. An Order in Council, dated 28th November, extending the Aliens Restriction (Consolidation) Order, 1914, for the purpose of establishing a Central Register for Belgian Refugees. The Order comes into operation on 7th December.
4. An Order in Council, dated 28th November, extending to the Isle of Man the Intoxicating Liquor (Temporary Restriction) Act, with the adaptations set out in the Schedule.
4. An Order in Council, dated 28th November, modifying for Scotland the Courts (Emergency Powers) Act, 1914; to be cited as the Courts (Emergency Powers) (Scotland) Order, 1914.
5. A notice, printed below, of draft Prize Court Rules.

Supreme Court of Judicature (England)

RULES OF THE SUPREME COURT.

Order XI., Rule 8.

ORDER BY THE LORD CHANCELLOR.

I, Richard Burdon Viscount Haldane, Lord High Chancellor of Great Britain, by virtue of Order XI., Rule 8, of the Rules of the Supreme Court, 1883, and all other powers enabling me in this behalf, hereby order as follows:—

Order XI., Rule 8, of the Rules of the Supreme Court shall, until further order, cease to apply to the German Empire.

The 26th day of November, 1914.

HALDANE, C.

New Defence of the Realm Regulations.

Whereas by the Defence of the Realm Consolidation Act, 1914, His Majesty has power during the continuance of the present war to issue Regulations for securing the public safety and the defence of the Realm subject to and in accordance with that Act:

And whereas by Orders in Council dated respectively the 12th of August, the 1st and 17th of September, and the 14th of October, 1914, His Majesty was pleased to issue various Regulations under the Defence of the Realm Act, 1914, and the Defence of the Realm (No. 2) Act, 1914, and by virtue of the said Defence of the Realm Consolidation Act, 1914, those Orders in Council shall until altered or revoked by an Order in Council under the last-mentioned Act continue in force and have effect as if made under that Act:

And whereas it is expedient to revoke the said Orders in Council and to issue such Regulations as are hereinafter contained:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered as follows:—

General Regulations.

1. The ordinary avocations of life and the enjoyment of property will be interfered with as little as may be permitted by the exigencies of the measures required to be taken for securing the public safety and the defence of the Realm and ordinary civil offences will be dealt with by the civil tribunals in the ordinary course of law.

The Admiralty and Army Council, and members of the Naval and Military Forces, and other persons executing the following Regulations shall, in carrying those Regulations into effect, observe these general principles

Powers of competent naval and military authorities, &c.

2. It shall be lawful for the competent naval or military authority, and any person duly authorized by him, where for the purpose of securing the public safety or the defence of the Realm it is necessary so to do—

(a) to take possession of any land and to construct military works, including roads, thereon, and to remove any trees, hedges, and fences therefrom;

(b) to take possession of any buildings or other property, including works for the supply of gas, electricity, or water, and of any sources of water supply;

(c) to take such steps as may be necessary for placing any buildings or structures in a state of defence;

(d) to cause any buildings or structures to be destroyed, or any property to be moved from one place to another, or to be destroyed;

(e) to take possession of any arms, ammunition, explosive substances, equipment, or warlike stores (including lines, cables, and other apparatus intended to be laid or used for telegraphic or telephonic purposes);

(f) to do any other act involving interference with private rights of property which is necessary for the purpose aforesaid.

3. The competent naval or military authority and any person duly authorized by him shall have right of access to any land or buildings or other property whatsoever.

4. The competent naval or military authority may by order authorize the use of land, within such limits as may be specified in the order, for the training of any part of His Majesty's naval or military forces; and may by such order confer such rights of use of the land, and provide for such temporary suspension of rights of way over roads and footpaths as are conferred and are exercisable with respect to authorized land roads and footpaths under the Military Manœuvres Acts, 1897 and 1911, and the competent naval or military authority shall have all the powers exercisable by a Military Manœuvres Commission under those Acts.

5. The competent naval or military authority may by order if he considers it necessary so to do for the purposes of any work of defence or other defended military work, or of any work for which it is deemed necessary in the interests of public safety or the defence of the Realm to afford military protection, stop up or divert any road or pathway over or adjoining the land on which such work is situate for so long as the order remains in force:

Provided that where any such road or pathway is so stopped up or diverted the competent naval or military authority shall publish notice thereof in such manner as he may consider best adapted for informing the public, and where any road or pathway is stopped up by means of any physical obstruction he shall cause lights sufficient for the warning of passengers to be set up every night whilst the road or pathway is so stopped up.

6. The competent naval or military authority may by order require all or any vehicles, boats, vessels, aircraft, transport animals, live stock, foodstuffs, fuel, tools, and implements of whatever description, and all or any forms of equipment and war-like stores, within any area specified in the order to be removed from that area within such time as may be so specified, or in the case of warlike stores incapable of removal to be destroyed, and if any person being the owner or having control thereof fail to comply with the requisition, he shall be guilty of an offence against these regulations, and the competent naval or military authority may himself cause them to be removed or in the case of warlike stores to be destroyed.

7. The Admiralty or Army Council may by order require the occupier of any factory or workshop in which arms, ammunition, or any warlike stores or equipment, or any articles required for the production thereof, are manufactured, to place at their disposal the whole or any part of the output of the factory or workshop as may be specified in the order, and to deliver to them the output or such part thereof as aforesaid in such quantities and at such times as may be specified in the order; and the occupier of the factory or workshop shall be entitled to receive in respect thereof such price as, in default of agreement, may be decided to be reasonable having regard to the circumstances of the case by the arbitration of a judge of the High Court selected by the Lord Chief Justice of England in England, by a judge of the Court of Session selected by the Lord President of the Court of Session in Scotland, or by a judge of the High Court of Ireland selected by the Lord Chief Justice of Ireland in Ireland.

If the occupier of the factory or workshop fails to comply with the order, or without the leave of the Admiralty or Army Council delivers to any other person any part of the output of the factory or workshop to which the order relates, he shall be guilty of an offence against these regulations.

8. The Admiralty or Army Council may take possession of any such factory or workshop as aforesaid, or of any plant belonging thereto without taking possession of the factory or workshop itself, and may use the same for His Majesty's naval or military service at such times and in such manner as the Admiralty or Army Council may consider necessary or expedient, and the occupier and every officer and servant of the occupier, and, where the occupier is a company, every director of the Company shall obey the directions of the Admiralty or Army Council as to the user of the factory or workshop or plant, and if he fails to do so he shall be guilty of an offence against these regulations.

9. The competent naval or military authority may by order require the whole or any part of the inhabitants of any area specified in the order to leave that area if the removal of such inhabitants from that area is necessary for naval or military reasons, and if any person to whom the order relates fails to comply with the order he shall be guilty of an offence against these regulations and the competent naval or military authority may cause such steps to be taken as may be necessary to enforce compliance therewith.

10. The competent naval or military authority may by order require all or any premises licensed for the sale of intoxicating liquor within any area specified in the order to be closed except during such hours and for such purposes as may be specified in the order, either generally or as respects the members of any of His Majesty's forces mentioned in the order, and, if the holder of the licence in respect of any such premises fails to comply with the order, he shall be guilty of an offence under these regulations, and the competent naval or military authority may cause such steps to be taken as may be necessary to enforce compliance with the order.

11. The Secretary of State or any person authorized by him may by order direct that all or any lights, or lights of any class or description, shall be extinguished or obscured in such manner and between such hours as the order directs, within any area specified in the order and during such period as may be so specified, and if the person having control of the light fails to comply with the order, he shall be guilty of an offence against these Regulations, and the Secretary of State may cause the light to be extinguished or obscured as the case may be, and for that purpose any person authorized by the Secretary of State in that behalf or any police constable may enter the premises in which the light is displayed, and do any other act which may be necessary.

Any such order as aforesaid may provide that vehicles or vehicles of any class or description shall, when travelling within the area specified in the order during the period between one hour after sunset and one hour before sunrise, carry such lamps as may be specified in the order, properly trimmed, lighted and attached; and any police officer may stop and seize any vehicle which does not carry lamps in compliance with the order, and the person in charge or having control of the vehicle shall be guilty of a summary offence against these Regulations.

The powers conferred by this Regulation shall be in addition to, and not in derogation of, the powers conferred on the competent naval or military authority by Regulation 12, and the competent naval or military authority may, notwithstanding anything in an order under this Regulation, on any occasion when he may consider lights necessary for any naval or military purpose, require any lights to be lighted or kept lighted.

In the application of this Regulation to Scotland references to the Secretary for Scotland shall be substituted for references to the Secretary of State.

12. The competent naval or military authority may by order direct that all or any lights, other than lights not visible from the outside of any house, shall be kept extinguished or obscured between such hours and within such area as may be specified in the order; and if any person resident within that area fails to comply with the order he shall be guilty of an offence against these Regulations.

13. The competent naval or military authority may by order require every person within any area specified in the order to remain within doors between such hours as may be specified in the order, and in such case, if any person within that area is or remains out between such hours without a permit in writing from the competent naval or military authority or some person duly authorised by him, he shall be guilty of an offence against these Regulations.

14. Where a person is suspected of acting, or of having acted, or of being about to act in a manner prejudicial to the public safety or the defence of the Realm, and it appears to the competent naval or military authority that it is desirable that such person should be prohibited from residing in or entering any locality, the competent naval or military authority may by order prohibit him from residing in or entering any area or areas which may be specified in the order and upon the making of such an order the person to whom the order relates shall, if he resides in any specified area, leave that area within such time as may be specified by the order, and shall not subsequently reside in or enter any area specified in the order, and if he does so, he shall be guilty of an offence against these Regulations.

Any such order may further require the person to whom the order relates to report for approval his proposed place of residence to the competent naval or military authority and to proceed thereto and report his arrival to the police within such time as may be specified in the order, and not subsequently to change his place of residence without leave of the competent naval or military authority, and in such case if he fails to comply with the requirements of the order he shall be guilty of an offence against these Regulations.

15. Where a competent naval or military authority makes an order for the purpose, all persons residing or owning or occupying lands, houses or other premises in such area as may be specified in the order, or such of those persons as may be so specified, shall, within such time as may be so specified, furnish a list of all goods, animals, and other commodities of any nature or description so specified, which may be in their custody or under their control within the specified area on the date on which the order is issued, stating their nature and quantity and the place in which they are severally situate, and giving any other details which may reasonably be required.

If any person fails to comply with any such order or attempts to evade this Regulation by destroying, removing, or secreting any goods, animals or commodities to which an order issued under this regulation relates, he shall be guilty of an offence against these Regulations.

16. The competent naval or military authority may by order require the authority or person controlling any harbour, dock, wharf, waterworks, gasworks, electric light or power station, or other structure, to prepare a scheme for destroying or rendering useless the equipment or facilities of the harbour, dock, wharf, waterworks, gasworks, station, or structure, or such part thereof as may be specified in the order, and if the authority or person fails to prepare such a scheme within such time as may be specified in the order, he shall be guilty of an offence against these Regulations.

17. The restriction on the power to make bye-laws under the Military Lands Acts, 1892 to 1903, imposed by the following provisions of the Military Lands Act, 1892, that is to say, the proviso to sub-section (1) of section fourteen, section sixteen, and sub-section (1) of section seventeen of that Act, and by the following provisions of the Military Lands Act, 1900, that is to say, the provisos to sub-section (2) of section two and sub-section (3) of section two of that Act, are hereby suspended, and the powers of the Admiralty and the Secretary of State to make bye-laws under the said Acts shall extend to the making of bye-laws with respect to land of which possession has been taken under these Regulations.

Provisions respecting the collection and communication of information, &c.

18. No person shall without lawful authority collect, record, publish or communicate, or attempt to elicit, any information with respect to the movement, numbers, description, condition, or disposition of any of the forces, ships, or war materials of His Majesty or any of His Majesty's allies, or with respect to the plans or conduct, or supposed plans or conduct, of any naval or military operations by any such forces or ships, or with respect to any works or measures undertaken for or connected with, or intended for the fortification or defence of any place, or any other information intended to be communicated to the enemy or of such a nature as is calculated to be or might be directly or indirectly useful to the enemy, and if any person contravenes the provisions of this Regulation, or without lawful authority or excuse has in his possession any document containing any such information as aforesaid, he shall be guilty of an offence against these Regulations.

19. No person shall without the permission of the competent naval or military authority make any photograph, sketch, plan, model, or other representation of any naval or military work, or of any dock or harbour work or, with intent to assist the enemy, of any other place or thing, and no person in the vicinity of any such work shall without lawful authority or excuse have in his possession any photographic or other apparatus or other material or thing suitable for use in making any such representation, and if any person contravenes the provisions of this Regulation or without lawful authority or excuse has in his possession any representation of any such work of such a nature as is calculated to be or might be directly or indirectly useful to the enemy, he shall be guilty of an offence against these Regulations.

For the purpose of this Regulation the expression "harbour work" includes lights, buoys, beacons, marks, and other things for the purpose of facilitating navigation in or into a harbour.

20. No person without lawful authority shall injure or tamper or interfere with any wire or other apparatus for transmitting telegraphic or telephonic messages, or any apparatus or contrivance intended for or capable of being used for a signalling apparatus, either visual or otherwise, or prevent or obstruct or in any manner whatsoever interfere with the sending, conveyance or delivery of any communication by means of telegraph, telephone, or otherwise, or be in possession of any apparatus intended for or capable of being used for tapping messages sent by wireless telegraphy or otherwise, and if any person contravenes the provisions of this regulation he shall be guilty of an offence against these Regulations.

21. No person shall keep or have in his possession or carry or liberate or bring into the United Kingdom any carrier or homing pigeons, unless he has obtained from the chief officer of police of the district a permit for the purpose, and if any person without lawful authority contravenes the provisions of this regulation he shall be guilty of an offence against these regulations, and the chief officer of police or any officer of customs and excise may, if he considers it necessary or expedient to do so, cause any pigeons kept or brought into the United Kingdom in contravention of this regulation to be liberated, detained or destroyed, or, in the case of pigeons brought into the United Kingdom, to be immediately returned in the ship in which they came.

Any person found in possession of or found carrying or liberating any carrier pigeons shall, if so required by any naval or military officer or by any sailor or soldier engaged on sentry patrol or other similar

duty or by any officer of police, produce his permit, and if he fails to do so, may be arrested.

22. No person shall, without the written permission of the Postmaster-General, buy, sell, or have in his possession or under his control any apparatus for the sending or receiving of messages by wireless telegraphy, or any apparatus intended to be used as a component part of such apparatus; and no person shall sell any such apparatus to any person who has not obtained such permission as aforesaid; and if any person contravenes the provisions of this regulation he shall be guilty of an offence against these regulations.

If the competent naval or military authority has reason to suspect that any person having in his possession any apparatus for sending or receiving messages by telegraphy, telephony, or other electrical or mechanical means is using or about to use the same for any purpose prejudicial to the public safety or the defence of the realm, he may, by order, prohibit that person from having any such apparatus in his possession, and may take such steps as are necessary for enforcing the order, and if that person subsequently has in his possession any apparatus in contravention of the order he shall be guilty of an offence against these regulations.

For the purposes of this regulation any apparatus ordinarily used as a distinctive component part of apparatus for the sending or receiving of messages by wireless telegraphy shall be deemed to be intended to be so used unless the contrary is proved.

23. Where the competent naval or military authority or any person duly authorised by him or an aliens officer has reason to suspect that any person who is about to embark on any ship, vessel, or aircraft is attempting to leave the United Kingdom for the purpose of communicating directly or indirectly with the enemy or with any subject of any sovereign or state at war with His Majesty, he may prevent the embarkation of that person.

Where the embarkation of any person has been so prevented the case shall be reported to a Secretary of State, and the Secretary of State may if he thinks fit by order prohibit that person at any time subsequently from leaving the United Kingdom so long as the order is in force, and if any person leaves the United Kingdom in contravention of such an order he shall be guilty of an offence against these Regulations.

24. No person shall without lawful authority transmit, otherwise than through the post, or convey to or from the United Kingdom, or receive or have in his possession for such transmission or conveyance, any letter or written message from or originating with, or to or intended for—

(a) any person or body of persons, of whatever nationality, resident or carrying on business in any country for the time being at war with His Majesty, or acting on behalf or in the interests of any person or body of persons so resident or carrying on business; or

(b) any person or body of persons whose sovereign or state is at war with His Majesty, and who resides or carries on business in the United Kingdom;

and if any person contravenes this provision he shall be guilty of an offence against these regulations:

Provided that a person shall not be deemed to be guilty of a contravention of this regulation if he proves that he did not know, and had no reason to suspect, that the letter or message in question was such a letter or message as aforesaid.

This regulation is in addition to and not in derogation of any provisions contained in the enactments relating to the Post Office, and shall not prejudice any right to take proceedings under those enactments in respect of any transaction which is an offence against those enactments.

25. No person shall without lawful authority be in possession of any searchlight, semaphore, or other apparatus intended for signalling, whether visual or otherwise, or display, erect, or use any signal, and if any person contravenes this provision he shall be guilty of an offence against these regulations; and the competent naval or military authority may require any flagstaff or other erection capable of being used as a means of signalling to be removed, and if the owner thereof fails to comply with the requirement, he shall be guilty of an offence against these Regulations and the competent naval or military authority may cause the flagstaff or other erection to be removed.

26. No person shall without the permission of the competent naval or military authority, or some person authorised by him, display any light or ignite or otherwise make use of any fireworks or other similar device or any fire in such a manner as could serve as a signal, guide, or landmark, and if he does so he shall be guilty of an offence against these Regulations.

27. No person shall by word of mouth or in writing or in any newspaper, periodical, book, circular, or other printed publication, spread false reports or make false statements or reports or statements likely to cause disaffection to His Majesty or to interfere with the success of His Majesty's forces by land or sea or to prejudice His Majesty's relations with foreign powers, or spread reports or make statements likely to prejudice the recruiting, training, discipline, or administration of any of His Majesty's forces, and if any person contravenes this provision he shall be guilty of an offence against these Regulations.

Provisions against injury to railways, military works, &c.

28. No person shall trespass on any railway, or loiter on under or near any tunnel bridge viaduct or culvert, or on or in any road path or other place, being a road, path or place to which access has been forbidden by order of the competent naval or military authority, and if he does so he shall be guilty of an offence against these regulations.

If any person does any injury to any railway, or is upon any railway,

or on, under or near any tunnel, bridge, viaduct or culvert, or loiters on or in any road or path or other place near a railway tunnel, bridge, viaduct or culvert, with intent to do injury thereto, he shall be guilty of an offence against these regulations.

29. The competent naval or military authority may by order prohibit any person from approaching within such distance as may be specified in the order of any camp, work of defence or other defended military work, or any work to which it is deemed necessary in the interest of the public safety or the defence of the Realm, to afford military protection, and if any person contravenes any such order he shall be guilty of an offence against these regulations.

Provisions as to arms and explosives.

30. The competent naval or military authority may by order prohibit the manufacture or sale of firearms, ammunition, or explosive substances or any class thereof, within the area specified in the order, either absolutely or except subject to such conditions as may be specified in the order, and if any person without a permit from the competent naval or military authority manufactures, sells, or has in his possession for sale within the area so specified any arms, ammunition, or explosive substance in contravention of the order, or fails to comply with the conditions imposed by the order, he shall be guilty of an offence against these regulations.

31. No person shall bring into the United Kingdom any firearms, military arms or ammunition, or any explosive substance without a permit from the competent naval or military authority, and if he does so shall be guilty of an offence against these regulations, and any person authorized for the purpose by the competent naval or military authority, and any police constable or officer of customs and excise may examine, search and investigate any ship or vessel for the purpose of the enforcement of this provision, and may seize any arms or ammunition or any explosive substance which are being or have been brought into the United Kingdom without such permit as aforesaid.

32. If any person by the discharge of firearms or otherwise endangers the safety of any member of any of His Majesty's forces he shall be guilty of an offence against these regulations.

33. No person, without the written permission of the competent naval or military authority, shall, on or in the vicinity of any railway, or in or in the vicinity of any dock harbour, or in or in the vicinity of any area which may be specified in an order made by the competent naval or military authority, be in possession of any explosive substance or any highly inflammable liquid, in quantities exceeding the immediate requirements of his business or occupation, or of any firearms or ammunition (except such shotguns, and ammunition therefor, as are ordinarily used for sporting purposes in the United Kingdom), and if any person contravenes this provision he shall be guilty of an offence against these regulations.

34. Every place used for the storage of petroleum, turpentine, methylated spirit, wood naphtha, or any other highly inflammable liquid, exceeding in the aggregate one hundred gallons, shall be surrounded by a retaining wall or embankment so designed and constructed as to form an enclosure which will prevent in any circumstances the escape of any part of the petroleum or other inflammable liquid.

This requirement shall not apply to any storage place sunk below the level of the ground so as to form a pit, nor to any storage place so situated that the overflow of the petroleum or liquid from the vessel or vessels in which it is contained could not in case of fire seriously endanger life or cause material damage to property.

If any person uses or permits to be used, for the storage of petroleum or other such inflammable liquid, any premises which do not comply with the requirements of this regulation, he shall be guilty of an offence against these regulations.

For the purposes of this regulation "petroleum" means petroleum as defined in section three of the Petroleum Act, 1871, having a flash-point below 150 deg. F. (Abel).

Nothing in this regulation shall prejudice the effect of any requirements as to the storage of petroleum or other inflammable liquid lawfully imposed by any local authority, or the taking of any proceedings in respect of the violation of such requirements.

35. No person shall, in any prescribed area, have in his possession or in premises in his occupation or under his control, any celluloid or any cinematograph film exceeding the prescribed amount, unless he has obtained the prescribed permit and observes all the prescribed requirements, and if any person contravenes this provision he shall be guilty of a summary offence against these regulations.

Any police constable or any person authorized in writing by the Chief Officer of Police of the District, may enter, if need be by force, and search any premises in which he has reasonable cause to believe that celluloid or cinematograph film is kept or stored; and, if the prescribed permit has not been obtained, or if any of the prescribed requirements are not complied with, may remove and destroy any such celluloid or film.

For the purpose of this Regulation "celluloid" includes the substances known as celluloid or xylonite and other similar substances containing nitro-cellulose or other nitrated product, but does not include celluloid which has been subjected to any manufacturing process: and "cinematograph film" means any film which is intended for use in cinematograph or similar apparatus and contains nitro-cellulose or other nitrated product: and "prescribed" means prescribed by order

made by a Secretary of State, or, in Scotland, by the Secretary for Scotland.

Provisions as to navigation.

36. If the master of a ship, or any other person, disobeys or neglects to observe any regulations relating to the navigation or mooring of ships in a harbour or the approaches thereto, or any signals therefrom, or any orders, whether verbal or written, of the competent naval or military authority of the harbour, or any examining or other officer acting under his authority, relating to such navigation or mooring, he shall be guilty of an offence against these regulations.

37. Every vessel shall comply with such regulations as to the navigation of vessels as may be issued by the Admiralty or Army Council, and shall obey any orders given, whether by way of signal or otherwise, by any officer in command of any of His Majesty's ships, or by any naval or military officer engaged in the defence of the coast.

If any vessel fails to comply with any such regulations or to obey any such orders, the master or other person in command or charge of the vessel shall be guilty of an offence against these regulations, and if the vessel is at any time subsequently found at a port of, or within the territorial waters adjacent to, the United Kingdom, the competent naval or military authority may cause the vessel to be seized and detained.

This Regulation shall not apply to a vessel, not being a British vessel, where the non-compliance with the regulations or disobedience to the orders takes place on the high seas outside the territorial waters adjacent to the United Kingdom.

38. The Admiralty or Army Council may by order prohibit any vessel, or any vessel of any class or description specified in the order, from entering any area which they may consider it is necessary to keep clear of vessels, or vessels of that class or description, in the interests of the public safety or the defence of the Realm, and if any vessel, or any vessel of that specified class or description, enters any such area, the master or other person in command or charge of the vessel shall be guilty of an offence against these regulations.

This Regulation shall not apply to a vessel not being a British vessel so far as the area specified in the order extends beyond the territorial waters adjacent to the United Kingdom.

39. The Admiralty or Army Council, or any pilotage authority acting under their instructions, may make orders as to the pilotage of vessels entering, leaving or making use of any port or navigating within any part of the territorial waters adjacent to the United Kingdom, and any such order may provide for pilotage being compulsory for all or any class of such vessels within such limits as may be specified in the order, for the granting of special pilotage licences and the suspension of existing pilotage licences and certificates, and for the supply, employment, and payment of pilots.

Any enactment, order, charter, custom, bye-law, regulation or provision in force for the time being in any area to which any such order relates shall have effect subject to the provisions of the order.

If any person fails to comply with the provisions of any such order he shall be guilty of an offence against these regulations.

Miscellaneous Offences.

40. If any person, with the intent of eliciting information for the purpose of communicating it to the enemy or for any purpose calculated to assist the enemy, gives or sells to a member of any of His Majesty's forces any intoxicant, or gives or sells to a member of any of His Majesty's forces any intoxicant when not on duty, with intent to make him drunk or less capable of the efficient discharge of his duties, or when on sentry or other duty, either with or without any such intent, he shall be guilty of an offence against these regulations.

For the purposes of this Regulation the expression "intoxicant" includes any intoxicating liquor, and any sedative, narcotic, or stimulant drug or preparation.

41. If any unauthorized person wears any naval, military, police or other official uniform, or any uniform so nearly resembling any such uniform as aforesaid as to be calculated to deceive, or if any person without lawful authority supplies a naval or military uniform to any person not being a member of His Majesty's forces, he shall be guilty of an offence against these regulations.

42. If any person attempts to cause mutiny, sedition, or disaffection among any of His Majesty's forces or among the civilian population he shall be guilty of an offence against these regulations.

43. No person shall obstruct or otherwise interfere with or impede, or withhold any information in his possession which he may reasonably be required to furnish from any officer or other person who is carrying out the orders of the competent naval or military authority, or who is otherwise acting in accordance with his duty under these regulations, and if he does so shall be guilty of an offence against these regulations.

44. If any person, verbally or in writing, in any report, return, declaration, or application, or in any document signed by him or on his behalf, of which it is his duty to ascertain the accuracy, knowingly makes or connives at the making of any false statement or any omission, with intent to mislead any officer or other person acting under the orders of any officer, in the execution of his duties, he shall be guilty of an offence against these regulations.

45. If any person forges, alters, or tampers with any naval, military or police pass, permit or other document, or uses or has in his possession any such forged, altered, or irregular naval, military or police pass, permit or document, or personates any person to whom such a pass,

permit, or other document has been duly issued, he shall be guilty of an offence against these regulations.

46. If any person is found in possession of a false passport, or, being a subject of a Sovereign or State at war with His Majesty, passes under an assumed name, he shall be guilty of an offence against these regulations.

47. It shall be the duty of every person affected by any order issued by the competent naval or military authority or other person in pursuance of these regulations to comply with that order, and if he fails to do so he shall be guilty of an offence against these regulations.

48. Any person who attempts to commit, or procures, aids or abets, or does any act preparatory to the commission of any act prohibited by these regulations, or harbours any person whom he knows, or has reasonable grounds for supposing, to have acted in contravention of these regulations, shall be guilty of an offence against these regulations.

49. It shall be the duty of any person who knows that some other person is acting in contravention of any provisions of these regulations to inform the competent naval or military authority of the fact, and if he fails to do so he shall be guilty of an offence against these regulations.

50. If any person does any act of such a nature as to be calculated to be prejudicial to the public safety or the defence of the Realm and not specifically provided for in the foregoing regulations, with the intention or for the purpose of assisting the enemy, he shall be deemed to be guilty of an offence against these regulations.

Powers of Search, Arrest, &c.

51. The competent naval or military authority, or any person duly authorized by him, may, if he has reason to suspect that any house, building, land, vehicle, vessel, aircraft, or other premises or any things therein are being or have been constructed, used or kept for any purpose or in any way prejudicial to the public safety or the defence of the Realm, or that an offence against these regulations is being or has been committed thereon or therein, enter, if need be by force, the house, building, land, vehicle, vessel, aircraft or premises at any time of the day or night, and examine, search, and inspect the same or any part thereof, and may seize anything found therein which he has reason to suspect is being used or intended to be used for any such purpose as aforesaid, or is being kept or used in contravention of these regulations (including, where a report or statement in contravention of Regulation 27 has appeared in any newspaper or other printed publication, any type or other plant used or capable of being used for the printing or production of the newspaper or other publication), and the competent naval or military authority may order anything so seized to be destroyed or otherwise disposed of.

52. Any officer, or any soldier or sailor engaged on sentry patrol or other similar duty, and any police officer, may stop any vehicle travelling along any public highway, and, if he has reason to suspect that the vehicle is being used for any purpose or in any way prejudicial to the public safety or the defence of the Realm, may search and seize the vehicle, and seize anything found therein which he has reason to suspect is being used or intended to be used for any such purpose as aforesaid.

53. It shall be the duty of any person, if so required by an officer, or by a soldier or sailor engaged on sentry patrol or other similar duty, or by a police constable, to stop and answer to the best of his ability and knowledge any questions which may be reasonably addressed to him, and if he refuses or fails to do so he shall be guilty of an offence against these regulations.

The competent naval or military authority may by order require any person or persons of any class or description to furnish him, either verbally or in writing, with such information as may be specified in the order, and the order may require any person to attend at such time and such place as may be specified in the order for the purpose of furnishing such information, and if any person fails to comply with the order he shall be guilty of an offence against these regulations.

54. Any person landing or embarking at any place in the United Kingdom shall, on being required to do so by the competent naval or military authority or any person authorized by him, or by an aliens officer or officer of police, make a declaration as to whether or not he is carrying or conveying any letters or other written messages intended to be transmitted by post or otherwise delivered, and, if so required, shall produce to the person making the requisition any such letters or messages; and the competent naval or military authority or person authorized by him or aliens or police officer may search any such person and any baggage with a view to ascertaining whether such person or the person to whom the baggage belongs is carrying or conveying any such letters or messages.

The competent naval or military authority or persons authorized by him or aliens or police officer may examine any letters or other messages so produced to him or found on such search, and unless satisfied that they are of an innocent nature, may transmit them to an officer appointed to censor postal correspondence.

Any person who knowingly makes any false declaration under this regulation, or on being required to produce any such letters or messages as aforesaid refuses or neglects to do so, shall be guilty of an offence against these regulations.

55. Any person authorized for the purpose by the competent naval or military authority, or any police constable or officer of customs and excise or aliens officer, may arrest without warrant any person whose behaviour is of such a nature as to give reasonable grounds for suspect-

ing that he has acted or is acting or is about to act in a manner prejudicial to the public safety or the defence of the Realm, or upon whom may be found any article, book, letter, or other document, the possession of which gives grounds for such a suspicion, or who is suspected of having committed an offence against these regulations.

If any person assists or connives at the escape of any person who may be in custody under this regulation, or knowingly harbours or assists any person who has so escaped, he shall be guilty of an offence against these regulations.

Trial and Punishment of Offences.

56. A person alleged to be guilty of an offence against these regulations may be tried either by a court-martial or before a court of summary jurisdiction:

Provided that in the case of any offence against these regulations declared to be a summary offence the alleged offender shall not be liable to be tried otherwise than before a court of summary jurisdiction.

Where a person is alleged to be guilty of an offence against these regulations (other than offence declared by these regulations to be a summary offence) the case shall be referred to the competent naval or military authority, who shall investigate the case and determine whether it shall be tried by court-martial or summarily or shall not be proceeded with, and if the alleged offender is in custody he shall, if he is to be tried by court-martial, be kept in or handed over to military custody, and if he is to be tried summarily be handed over to or kept in civil custody.

57. A person found guilty of an offence against these regulations by a court-martial shall be liable to be sentenced to penal servitude for life or any less punishment, or if the court finds that the offence was committed with the intention of assisting the enemy to suffer death or any less punishment, and the court may in addition to any other sentence imposed order that any goods in respect of which the offence has been committed be forfeited:

Provided that a sentence of detention in detention barracks shall not be awarded for an offence under these regulations, and that no sentence exceeding six months' imprisonment with hard labour shall be imposed in respect of any contravention of regulations 12, 13, 21, 22, 25, 26, 27, 28 (first paragraph), 35, 53, 60, and 61 if the offender proves that he acted without any intention of assisting the enemy or, in the case of regulation 27, of causing disaffection or alarm or prejudicing the recruiting, training, discipline, and administration of any force.

A court-martial having jurisdiction to try offences under these Regulations shall be a general or district court-martial convened by an officer authorized to convene such description of court-martial within the limits of whose command the offender may for the time being be; but nothing in this regulation shall be construed as authorizing a district court-martial to impose a sentence of penal servitude.

Any person tried by court-martial under these regulations shall, for the purposes of the provisions of the Army Act relating to offences, be treated as if he belonged to the unit in whose charge he may be; but no such person shall be liable to summary punishment by a commanding officer.

58. A person convicted of an offence against these regulations by a court of summary jurisdiction shall be liable to be sentenced to imprisonment with or without hard labour for a term not exceeding six months or to a fine not exceeding one hundred pounds, or to both such imprisonment and fine, and the court may, in addition to any other sentence which may be imposed, order that any goods in respect of which the offence has been committed shall be forfeited.

For the purpose of the trial of a person for such an offence the offence shall be deemed to have been committed either at the place in which the same actually was committed, or at any place in which the offender may be, and the court in Scotland shall be the sheriff court.

Section seventeen of the Summary Jurisdiction Act, 1879, shall not apply to the charge of offences against these regulations.

Any person aggrieved by a conviction of a court of summary jurisdiction under these regulations may appeal in England to a court of quarter sessions, and in Scotland under and in terms of the Summary Jurisdiction (Scotland) Acts, and in Ireland in manner provided by the Summary Jurisdiction (Ireland) Acts.

Supplemental.

59. The powers conferred by these regulations are in addition to and not in derogation of any powers exercisable by members of His Majesty's naval and military forces and other persons to take such steps as may be necessary for securing the public safety and the defence of the Realm, and nothing in these regulations shall affect the liability of any person to trial and punishment for any offence or war crime otherwise than in accordance with these regulations.

60. The competent naval or military authority, or any other person by whom an order is made in pursuance of these regulations, shall publish notice of the order in such manner as he may consider best adapted for informing persons affected by the order, and no person shall without lawful authority deface or otherwise tamper with any notice posted up in pursuance of these regulations, and if he does so shall be guilty of an offence against these regulations.

61. Any person claiming to act under any permit or permission granted under or for the purposes of these regulations shall, if at any time he is required to do so by the competent naval or military authority or any person authorized by him, or by any naval or military officer, or by any sailor or soldier engaged on sentry patrol or other similar duty, or by any officer of customs and excise, officer of police or

aliens officer, produce the permit or permission for inspection, and if he refuses to do so he shall be guilty of an offence against these regulations.

Any permit or permission granted under or for the purposes of any provision of these regulations may at any time be revoked.

62. The Admiralty or Army Council may appoint any commissioned officer of His Majesty's Naval or Military Forces, not below the rank of lieutenant-commander in the Navy or field officer in the Army, to be a competent naval or military authority, and may authorize any competent naval or military authority thus appointed to delegate, either unconditionally or subject to such conditions as he thinks fit, all or any of his powers under these regulations to any officer qualified to be appointed a competent naval or military authority, and an officer so appointed, or to whom the powers of the competent naval or military authority are so delegated, is in these regulations referred to as a competent naval or military authority.

For the purposes of these regulations the expression "aliens officer" shall have the same meaning as in the Aliens Restriction (Consolidation) Order, 1914.

63. These regulations may be cited as the Defence of the Realm (Consolidation) Regulations, 1914.

The Interpretation Act, 1889, applies for the purpose of the interpretation of these regulations in like manner as it applies for the purpose of the interpretation of an Act of Parliament.

The said Orders in Council of the 12th of August, the 1st and 17th of September, and the 14th of October, 1914, are hereby revoked:

Provided that the revocation of any such Order shall not—

- (a) affect the previous operation of any Order so revoked or anything duly done or suffered under any Order so revoked; or
- (b) affect any right, privilege, obligation, or liability acquired, accrued, or incurred under any Order so revoked; or
- (c) affect any penalty, forfeiture or punishment incurred in respect of any offence committed against any Order so revoked; or
- (d) affect any proceedings or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture, or punishment as aforesaid;

and any permission or direction given, or order, requirement, or appointment made, authority issued or other action taken under any Order so revoked shall be deemed to have been given, made, issued, or taken under the corresponding provision of this Order.

28th Nov.

Prize Court Act, 1894.

Privy Council Office, 1st December, 1914.

Notice is hereby given that, after the expiration of forty days from the date hereof, it is proposed to submit to His Majesty in Council the Draft of an Order in Council for the amendment of the Rules of Court regulating the procedure and practice of Prize Courts, approved as provisional Rules under Section 2 of the Rules Publication Act, 1893, by Order in Council of the 5th August, 1914, and confirmed by Order in Council of the 17th September, 1914.

The said amending Rules were approved as provisional Rules under Section 2 of the last-named Act by Order in Council of the 28th November, 1914.

Notice is hereby further given that, in accordance with the provisions of the last-named Act, copies of the proposed Rules can be obtained by any public body within forty days of the date of this Notice, at the Privy Council Office, Whitehall.

The Courts (Emergency Powers) Acts, 1914.

(Continued from page 95.)

Orders on Applications.

21. Orders on application.—An order giving leave to proceed under paragraph (a), if made pursuant to Rule 1 at the time when the judgment or order is entered or made, shall be entered in the minute book and be included in the judgment or order.

In any other case, where an order is made under either paragraph (a) or paragraph (b), the registrar shall make a note of the order on the notice of application or summons, but no order need be drawn up or served unless the order is made subject to conditions, or the court so directs. If the order is made subject to conditions, or the court so directs, an order shall be prepared and sealed by the registrar and delivered to the bailiff, who shall within twenty-four hours send the same, by post or otherwise, to the party against whom the order is made; but it shall not be necessary for the party in whose favour it is made to prove, previously to taking proceedings thereon, that it was posted or reached the opposite party. [A.R., 7.]

Power to Impose Conditions.

22. Power to require undertaking, security, &c.—The conditions on which under sub-section (2) of section 1 of the Act the court may stay execution or defer the operation of any of the remedies therein referred to may, if the court thinks fit, include the giving of any undertaking or the deposit in court or otherwise of any securities, or the appointment of a receiver or the granting of an injunction. [E.P., 11.]

Revocation or Variation of Orders.

23. Power to revoke or vary orders.—Any order made under the Act or these Rules may, should subsequent circumstances render it just so to do, be suspended, discharged, or otherwise varied or altered on interlocutory application to the court which made the order. [E.P., 12.]

Process issued, &c., pursuant to Order.

24. Process, &c., to show that leave has been granted.—Where process is issued by or any proceeding taken in the court pursuant to any order made under either paragraph (a) or paragraph (b), it shall be stated on the face of the process or proceeding that it is issued or taken by leave of the court. [A.R., 8.]

Fees.

25. Fees.—The following fees shall be payable under Schedule B, Part I., of the Treasury Order regulating Fees in the County Courts, on proceedings under the Act and these Rules, in lieu of all other fees heretofore prescribed on such proceedings, viz.:—

On any notice of application or summons under—

- Rule 1, paragraph 1;
- Rule 2, paragraph (ii);
- Rule 3, paragraph 1;
- Rule 4, paragraph 2;
- Rule 5, paragraph 2;
- Rule 7, paragraph 2;
- Rule 10;

6d. in the £ or part of £ on the amount of the subject-matter of the application or summons, not exceeding 2s. 6d.

Provided that where leave to proceed is given at the time when the judgment or order is entered or made, no fee shall be payable under this rule in respect of any notice of application under Rule 3, paragraph 1.

The fee on a notice of application or summons shall include drawing, sealing, and issuing the order (if any), other than an order for the appointment of a receiver, and the fee prescribed by paragraph 12 of Schedule B, Part I., of the Fees Order, shall not be taken.

The court may remit or excuse in whole or in part any fees paid or payable under this rule. [Substituted for E.P., 13.]

Proceedings on Applications.

26. Ordinary practice of court to be followed.—The proceedings on any application under the Act shall, so far as not expressly provided for by these Rules, be conducted in accordance with the ordinary practice of the court in dealing with similar matters. [E.P., 14.]

Costs.

27. Costs.—(1) The costs of any application under the Act shall be in the absolute discretion of the court.

(2) The court may either fix the amount of such costs, or allow them on the scale applicable to an interlocutory application in an action for the amount of the subject-matter of the application; provided that Column B of the scale shall apply to all cases above twenty pounds to the exclusion of Column C.

(3) Where the amount of the subject-matter does not exceed ten pounds, there may be allowed for all work done by a solicitor in relation to the application—

- If the amount exceeds 2l., but does not exceed 5l., 3s.
- If the amount exceeds 5l., but does not exceed 10l., 5s.

(4) The court may direct that any costs allowed shall be payable forthwith, or that they shall be included in the sum recovered under the judgment or order, or added to the costs of the proceedings authorized to be taken for the enforcement of the judgment or order, or, in the case of an application under paragraph (b), to the costs of any proceedings (other than proceedings by way of distress) authorized to be taken. [Substituted for E.P., 16.]

The 20th day of November, 1914.

(Signed) HALDANE, C.

We, the undersigned, two of the Commissioners of His Majesty's Treasury, do hereby, with the consent of the Lord Chancellor, order that the several fees specified in Rule 25 of the foregoing Rules shall be taken on the proceedings therein mentioned, in lieu of all other fees for the proceedings therein set forth.

(Signed) JOHN W. GULLAND.
WILLIAM JONES.

I concur in the above order as to fees.

(Signed) HALDANE, C.

APPENDIX.

1.

NOTICE OF APPLICATION FOR LEAVE TO PROCEED UNDER PARAGRAPH (a), WHERE JUDGMENT OR ORDER NOT YET ENTERED OR MADE.

The Courts (Emergency Powers) Act, 1914.

In the County Court of _____ holden at _____

Between _____
and _____
C.D. _____

No. of Plaintiff.

Plaintiff

Defendant.

TAKE NOTICE, that on the entry of any judgment or the making of any order in this action [or matter] for the payment or recovery of a sum of money by or from you the Defendant I [or we] intend without any further notice to apply to the Court under the Courts (Emergency Powers) Act, 1914, for leave to proceed to execution on or otherwise to the enforcement of such judgment or order,

and for an order providing for the costs of the application.

[Or, where a default summons has been issued, and a notice in the above form has not been served therewith, and notice of intention to defend has not been given, or leave to defend has not been obtained,

TAKE NOTICE, that I [or we] intend to apply to the Court at the office of the Registrar situate at _____ on _____ the _____ day of _____ at the hour of _____ in the _____ noon, to have judgment entered up in this action.

And further take Notice, that I [or we] intend at the time and place above mentioned to apply without any further notice to the Court under the Courts (Emergency Powers) Act, 1914, for leave to proceed to execution on or otherwise to the enforcement of such judgment,

and for an order providing for the costs of the application.]

Dated this _____ day of _____ Plaintiff.
[or
Plaintiff's Solicitor.]

To the Registrar of the Court, and
To the Defendant (naming him).

NOTE.—The effect of the above-mentioned Act is to prevent execution on or the enforcement of any judgment or order which may be entered or made against you the Defendant in this action [or matter], if the Court is of opinion that you are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war. It is for you to attend in person or by your solicitor at the hearing of this action [or matter] [or at the time and place above mentioned] and show this to the Court if it is the case.

2.

NOTICE TO BE ANNEXED TO AND SERVED WITH JUDGMENT SUMMONS.

The Courts (Emergency Powers) Act, 1914.

In the County Court of _____ holden at _____ No. of Plaintiff.
No. of J.S.

A.B. _____ Between _____ Plaintiff
and _____ Defendant.
C.D. _____

TAKE NOTICE, that on the hearing of the judgment summons to which this notice is annexed I [or we] intend without further notice to apply to the Court under the Courts (Emergency Powers) Act, 1914, for leave to proceed to the enforcement of the judgment [or order] given [or made] against you the defendant in the above-mentioned action [or matter] on the _____ day of _____ by means of an order committing you the Defendant to prison for your default in payment of the sum of £ _____ payable in pursuance of the said judgment [or order] and for an order providing for the costs of the application.

Dated this _____ day of _____ Plaintiff.
[or
Plaintiff's Solicitor.]

To the Registrar of the Court, and
To the Defendant (naming him).

NOTE.—The effect of the above-mentioned Act is to prevent execution on or the enforcement of the judgment [or order] in question, if the Court is of opinion that you the Defendant are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war.

If this is the case, or if you have any other cause to show why an order committing you to prison should not be made, you should attend the Court at the time and place mentioned in the judgment summons and show cause accordingly.

3.

NOTICE TO BE SERVED ON DEBTOR WITH COPY OF GARNISHEE SUMMONS.
The Courts (Emergency Powers) Act, 1914.

In the County Court of _____ holden at _____ No. of Plaintiff.
A.B. _____ Between _____ Plaintiff
and _____ Defendant.
C.D. _____

M.N. _____ Garnishee.
TAKE NOTICE, that the garnishee summons, a copy of which is hereto annexed, was issued on the _____ day of _____ and served on the _____ day of _____ :

And that I [or we] intend to apply under the Courts (Emergency Powers) Act, 1914, to the Court on _____ the _____ day of _____ at the hour of _____ in the _____ noon, on the hearing of the said summons, for an order that I [or we] may be at liberty to proceed to the

enforcement of the judgment [or order] given [or made] against you the Defendant on the _____ day of _____, in the above-mentioned action, by means of an order on M.N., the garnishee named in the said summons, to pay to me [or us] the debt alleged to be due from the garnishee to you, or so much thereof as may be sufficient to satisfy the sum due to me [or us] from you under the said judgment [or order], with the costs of the garnishee proceedings, and of the application and this notice.

And further take Notice, that if you have any cause to show why the Court should not make an order according to my [or our] intended application, you must appear at this Court on the day and at the time above mentioned and show such cause accordingly.

Dated this _____ day of _____ Plaintiff.
[or
Plaintiff's Solicitor.]

To the Registrar of the Court, and
To the Defendant (naming him).

NOTE.—The effect of the above-mentioned Act is to prevent execution on or the enforcement of the judgment [or order] in question, if the Court is of opinion that you the Defendant are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war. It is for you to attend in person or by your solicitor at the time and place above mentioned and show this to the Court if it is the case.

4.

NOTICE OF APPLICATION FOR LEAVE TO PROCEED UNDER PARAGRAPH (a) (OTHERWISE THAN BY JUDGMENT SUMMONS OR GARNISHEE SUMMONS), WHERE JUDGMENT OR ORDER ALREADY ENTERED OR MADE.

The Courts (Emergency Powers) Act, 1914.

In the County Court of _____ holden at _____ No. of Plaintiff.
A.B. _____ Between _____ Plaintiff
and _____ Defendant.
C.D. _____

TAKE NOTICE, that I [or we] intend to apply under the Courts (Emergency Powers) Act, 1914, to the Court [where application is intended to be made to the Registrar at his office, add, at the office of the Registrar situate at _____] on _____ the _____ day of _____ at the hour of _____ in the _____ noon, for an order that I [or we] may be at liberty to proceed to execution on the judgment [or order] given [or made] against you the Defendant in this action [or matter] on the _____ day of _____ for the payment of the sum of £ _____ and £ _____ costs, [or, if the application is for the enforcement of the judgment or order otherwise than by way of execution, for an order that I [or we] may be at liberty to proceed to the enforcement of the judgment [or order] given [or made] against you the Defendant in this action [or matter] on the _____ day of _____ for the payment of the sum of £ _____ and £ _____ costs, by the proceeding which the applicant desires to take]

and for an order providing for the costs of the application.
Dated this _____ day of _____ Plaintiff.
[or
Plaintiff's Solicitor.]

To the Registrar of the Court, and
To the Defendant (naming him)

NOTE.—The effect of the above-mentioned Act is to prevent execution on or the enforcement of the judgment [or order] in question if the Court is of opinion that you the Defendant are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war. It is for you to attend in person or by your solicitor at the time and place above mentioned and show this to the Court if it is the case.

5.

SUMMONS UNDER PARAGRAPH (b).

In the County Court of _____ holden at _____ No. of Plaintiff.
In the matter of the Courts (Emergency Powers) Act, 1914.

To _____ of _____
TAKE NOTICE, that you are hereby summoned to attend this Court [or if the application is intended to be made to the Registrar, at the office of the Registrar of this Court situate at _____] on _____ the _____ day of _____ at the hour of _____ in the _____ noon, on the hearing of an application on the part of _____ that notwithstanding the provisions of Section 1, subsection 1 (b), of the above-mentioned Act the applicant may be at liberty to exercise the following remedy for the purpose of enforcing the payment or recovery of a sum of money due from you to the said _____ [or in default of the payment or recovery of a sum of money due from you to the said _____]

that is to say: [Here state the remedy which the applicant desires to enforce, according to examples in Schedule]

and for an order providing for the costs of the application.
Dated this day of

By the Court

Registrar.

NOTE.—The Courts (Emergency Powers) Act, 1914, provides that during its operation certain remedies for the payment or recovery of money, or in default of the payment or recovery of money (including the remedy above mentioned), shall not be enforced except upon application to the Court, and that if on any such application the Court is of opinion that time should be given to the person liable to make the payment on the ground that he is unable immediately to make the payment by reason of circumstances attributable directly or indirectly to the present war the Court may, in its absolute discretion, after considering all the circumstances of the case and the position of all the parties, by order defer the operation of any such remedies for such time and subject to such conditions as the Court thinks fit.

If you desire to take advantage of the Act you should attend in person or by your solicitor at the time and place above mentioned and satisfy the Court that your inability to pay is due to such circumstances.

If you do not attend either in person or by your solicitor at the time and place above mentioned such order will be made and proceedings taken as the Court may think just and expedient.

SCHEDULE.

- (a) That the said may be at liberty to levy a distress for rent amounting to due from you to him on premises situate at and known as ; or
- (b) that the said may be at liberty to take, resume or enter into possession of certain chattels held by you under a hire-purchase agreement made between the said and you the said ; or
- (c) that the said may be at liberty to resume or enter into possession of certain property situate at ; or
- (d) that the said may be at liberty to exercise his right of re-entry on certain property situate at and held by you under him; or
- (e) that the said may be at liberty to foreclose on or to realise a security for the sum of £ given by you to the said ; or
- (f) that the said may be at liberty to forfeit a deposit of £ made under a contract made between him and you (state nature of contract) ; or
- (g) that the said may be at liberty to enforce the lapse of a certain policy of insurance for the sum of £ granted to you by the said [or as the case may be]

The following are further Emergency Statutes (5 Geo. 5) :—

CHAPTER 8.

Defence of the Realm Consolidation Act, 1914.

An Act to consolidate and amend the Defence of the Realm Acts. [27th November, 1914.]

Be it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament Assembled, and by the authority of the same, as follows:—

1. *Power to make regulations as to the defence of the realm.*—(1) His Majesty in Council has power during the continuance of the present war to issue regulations for securing the public safety and the defence of the realm, and as to the powers and duties for that purpose of the Admiralty and Army Council and of the members of His Majesty's forces and other persons acting in his behalf; and may by such regulations authorize the trial by courts-martial, or in the case of minor offences by courts of summary jurisdiction, and punishment of persons committing offences against the regulations and in particular against any of the provisions of such regulations designed—

(a) to prevent persons communicating with the enemy or obtaining information for that purpose or any purpose calculated to jeopardise the success of the operations of any of His Majesty's forces or the forces of his allies or to assist the enemy; or

(b) to secure the safety of His Majesty's forces and ships and the safety of any means of communication and of railways, ports, and harbours; or

(c) to prevent the spread of false reports or reports likely to cause disaffection to His Majesty or to interfere with the success of His Majesty's forces by land or sea or to prejudice His Majesty's relations with foreign powers; or

(d) to secure the navigation of vessels in accordance with directions given by or under the authority of the Admiralty; or
(e) otherwise to prevent assistance being given to the enemy or the successful prosecution of the war being endangered.

(2) Any such regulations may provide for the suspension of any restrictions on the acquisition or user of land, or the exercise of the power of making byelaws, or any other power under the Defence Acts, 1842 to 1875, or the Military Lands Acts, 1891 to 1903, and any such regulations or any orders made thereunder affecting the pilotage of vessels may supersede any enactment, order, charter, byelaw, regulation or provision as to pilotage.

(3) It shall be lawful for the Admiralty or Army Council—

(a) to require that there shall be placed at their disposal the whole or any part of the output of any factory or workshop in which arms, ammunition, or warlike stores or equipment, or any articles required for the production thereof, are manufactured;

(b) to take possession of and use for the purpose of His Majesty's naval or military service any such factory or workshop or any plant thereof;

and regulations under this Act may be made accordingly.

(4) For the purpose of the trial of a person for an offence under the regulations by court-martial and the punishment thereof, the person may be proceeded against and dealt with as if he were a person subject to military law and had on active service committed an offence under section five of the Army Act:

Provided that where it is proved that the offence is committed with the intention of assisting the enemy a person convicted of such an offence by a court-martial shall be liable to suffer death.

(5) For the purpose of the trial of a person for an offence under the regulations by a court of summary jurisdiction and the punishment thereof, the offence shall be deemed to have been committed either at the place in which the same actually was committed or in any place in which the offender may be, and the maximum penalty which may be inflicted shall be imprisonment with or without hard labour for a term of six months or a fine of one hundred pounds, or both such imprisonment and fine; section seventeen of the Summary Jurisdiction Act, 1879 [42 & 43 Vict. c. 49], shall not apply to charges of offences against the regulations, but any person aggrieved by a conviction of a court of summary jurisdiction may appeal in England to a court of quarter sessions, and in Scotland under and in terms of the Summary Jurisdiction (Scotland) Acts, and in Ireland in manner provided by the Summary Jurisdiction (Ireland) Acts.

(6) The regulations may authorize a court-martial or court of summary jurisdiction, in addition to any other punishment, to order the forfeiture of any goods in respect of which an offence against the regulations has been committed.

2. *Short title and repeal.*—(1) This Act may be cited as the Defence of the Realm Consolidation Act, 1914.

(2) The Defence of the Realm Act, 1914 [4 & 5 Geo. 5, c. 29], and the Defence of the Realm (No. 2) Act, 1914 [4 & 5 Geo. 5, c. 63], are hereby repealed, but nothing in this repeal shall affect any Orders in Council made thereunder, and all such Orders in Council shall, until altered or revoked by an Order in Council under this Act, continue in force and have effect as if made under this Act.

CHAPTER 12.

Trading with the Enemy Amendment Act, 1914.

An Act to amend the Trading with the Enemy Act, 1914, and for purposes connected therewith. [27th November, 1914.]

Whereas it is expedient to make further provision for preventing the payment of money to persons and bodies of persons resident or carrying on business in any country with which His Majesty is for the time being at war (which persons and bodies of persons are hereinafter referred to as "enemies"), in contravention of the law relating to trading with the enemy, and for preserving, with a view to arrangements to be made at the conclusion of peace, such money and certain other property belonging to enemies; and to make other provisions for preventing trading with the enemy:

Be it therefore enacted, &c.:—

1. *Constitution of office of Custodian of enemy property.*—(1) The Board of Trade shall appoint a person to act as Custodian of enemy property (hereinafter referred to as "the Custodian") for England and Wales, for Scotland, and for Ireland respectively, for the purpose of receiving, holding, preserving, and dealing with such property as may be paid to or vested in him in pursuance of this Act, and if any question arises as to which Custodian any money is to be paid to under this Act, the question shall be determined by the Board of Trade.

(2) The Public Trustee shall be appointed to be the Custodian for England and Wales, and shall, in relation to all property held by him in his capacity of Custodian, have the like status, and his accounts shall be subject to the like audit, as if the same were held by him in his capacity of Public Trustee, and the Public Trustee Act, 1906 [6 Edw. 7, c. 55], shall apply accordingly.

(3) The Custodian for Scotland and Ireland respectively shall have such powers and duties with respect to the property aforesaid as may be prescribed by regulations made by the Board of Trade with the approval of the Treasury.

(4) The Custodian may place on deposit with any bank, or invest in any securities, approved by the Treasury, any moneys paid to him under this Act, or received by him from property vested in him under this Act, and any interest or dividends received on account of such deposits or investments shall be dealt with in such manner as the Treasury may direct:

Provided that the Custodian for any part of the United Kingdom shall, if so directed by the Treasury, transfer any money held by him under this Act to the Custodian of another part thereof.

2. *Payment of dividends, &c., payable to enemy.*—(1) Any sum which, had a state of war not existed, would have been payable and paid to or for the benefit of an enemy, by way of dividends, interest or share of profits, shall be paid by the person, firm or company by whom it would have been payable to the Custodian to hold subject to the provisions of this Act and any Order in Council made thereunder, and the payment shall be accompanied by such particulars as the Board of Trade may prescribe, or as the Custodian, if so authorized by the Board of Trade, may require.

Any payment required to be made under this subsection to the Custodian shall be made—

(a) within fourteen days after the passing of this Act, if the sum, had a state of war not existed, would have been paid before the passing of this Act; and

(b) in any other case within fourteen days after it would have been paid.

(2) Where before the passing of this Act any such sum has been paid into any account with a bank, or has been paid to any other person in trust for an enemy, the person, firm or company by whom the payment was made shall, within fourteen days after the passing of this Act, by notice in writing, require the bank or person to pay the sum over to the Custodian to hold as aforesaid, and shall furnish the Custodian with such particulars as aforesaid. The bank or other person shall, within one week after the receipt of the notice, comply with the requirement and shall be exempt from all liability for having done so.

(3) If any person fails to make or require the making of any payment or to furnish the prescribed particulars within the time mentioned in this section, he shall, on conviction under the Summary Jurisdiction Acts, be liable to a fine not exceeding one hundred pounds or to imprisonment, with or without hard labour, for a term not exceeding six months, or to both such fine and imprisonment, and in addition to a further fine not exceeding fifty pounds for every day during which the default continues, and every director, manager, secretary or officer of a company, or any other person who is knowingly a party to the default shall, on the like conviction, be liable to the like penalty.

(4) If, in the case of any person, firm or company whose books and documents are liable to inspection under sub-section (2) of section two of the Trading with the Enemy Act, 1914 [4 & 5 Geo. 5, c. 87] (hereinafter referred to as the principal Act), any question arises as to the amount which would have been so payable and paid as aforesaid, the question shall be determined by the person who may have been or who may be appointed to inspect the books and documents of the person, firm or company, or, on appeal, by the Board of Trade, and if, in the course of determining the question, it appears to the inspector or the Board of Trade that the person, firm or company has not distributed as dividends, interest or profits the whole of the amount properly available for that purpose, the inspector or Board may ascertain what amount was so available and require the whole of such amount to be so distributed, and, in the case of a company, if such dividends have not been declared, the inspector or the Board may himself or themselves declare the appropriate dividends, and every such declaration shall be as effective as a declaration to the like effect duly made in accordance with the constitution of the company:

Provided that where a controller has been appointed under section three of the principal Act this sub-section shall apply as if for references to the inspector there were substituted references to the controller.

(5) For the purposes of this Act the expression "dividends, interest or share of profits" means any dividends, bonus or interest in respect of any shares, stock, debentures, debenture stock or other obligations of any company, any interest in respect of any loan to a firm or person carrying on business for the purposes of that business, and any profits or share of profits of such a business, and, where a person is carrying on any business on behalf of an enemy, any sum which, had a state of war not existed, would have been transmissible by a person to the enemy by way of profits from that business shall be deemed to be a sum which would have been payable and paid to that enemy.

3. *Duty of trustees for enemies to notify the Custodian.*—(1) Any person who holds or manages for or on behalf of an enemy any property, real or personal (including any rights, whether legal or equitable, in or arising out of property, real or personal), shall, within one month after the passing of this Act or if the property comes into his possession or under his control after the passing of this Act, then within one month after the time when it comes into his possession or under his control, by notice in writing communicate the fact to the Custodian, and shall furnish the Custodian with such particulars in relation thereto as the Custodian may require, and if any person fails to do so he shall, on conviction under the Summary Jurisdiction Acts, be liable to a fine not exceeding one hundred pounds or to imprisonment, with or without hard labour, for a term not exceeding six months, or to both such a fine and imprisonment, and in addition to a further fine not exceeding fifty pounds for every day during which the default continues.

(2) Every company incorporated in the United Kingdom and every company which, though not incorporated in the United Kingdom, has a share transfer or share registration office in the United Kingdom shall, within one month after the passing of this Act, by notice in writing, communicate to the Custodian full particulars of all shares, stock, debentures, and debenture stock and other obligations of the company which are held by or for the benefit of an enemy; and every partner of every firm, one or more partners of which on the commencement of the war became enemies or to which money had been lent for the purpose of the business of the firm by a person who so became an enemy, shall, within one month after the commencement of this Act, by notice in writing, communicate to the Custodian full particulars as to any share of profits and interest due to such enemies or enemy, and, if any company or partner fails to comply with the provisions of this sub-section, the company shall, on conviction under the Summary Jurisdiction Acts, be liable to a fine not exceeding one hundred pounds, and in addition to a further fine not exceeding fifty pounds for every day during which the default continues, and the partner and every director, manager, secretary or officer of the company who is knowingly a party to the default shall on the like conviction be liable to the like fine, or to imprisonment, with or without hard labour, for a term not exceeding six months, or to both such imprisonment and fine.

4. *Power to vest enemy property in Custodian.*—(1) The High Court or a judge thereof may, on the application of any person who appears to the court to be a creditor of an enemy, or entitled to recover damages against an enemy, or to be interested in any property, real or personal (including any rights, whether legal or equitable, in or arising out of property real or personal), belonging to or held or managed for or on behalf of an enemy, or on the application of the Custodian or any Government Department, by order vest in the Custodian any such real or personal property as aforesaid, if the court or the judge is satisfied that such vesting is expedient for the purposes of this Act, and may by the order confer on the Custodian such powers of selling, managing and otherwise dealing with the property as to the court or judge may seem proper.

(2) The court or judge before making any order under this section may direct that such notices (if any), whether by way of advertisement or otherwise, shall be given as the court or judge may think fit.

(3) A vesting order under this section as respects property of any description shall be of the like purport and effect as a vesting order as respects property of the same description made under the Trustee Act, 1893 [56 & 57 Vict. c. 53].

5. *Holding and dealing with property by Custodian.*—(1) The Custodian shall, except so far as the Board of Trade or the High Court or a judge thereof may otherwise direct, and subject to the provisions of the next succeeding sub-section, hold any money paid to and any property vested in him under this Act until the termination of the present war, and shall thereafter deal with the same in such manner as His Majesty may by Order in Council direct.

(2) The property held by the Custodian under this Act shall not be liable to be attached or otherwise taken in execution, but the Custodian may, if so authorized by an order of the High Court or a judge by whose order any property belonging to an enemy was vested in the Custodian under this Act, or of any court in which judgment has been recovered against an enemy, pay out of the property paid to him in respect of that enemy the whole or any part of any debts due by that enemy and specified in the order:

Provided that before paying any such debt the Custodian shall take into consideration the sufficiency of the property paid to or vested in him in respect of the enemy in question to satisfy that debt and any other claims against that enemy of which notice verified by statutory declaration may have been served upon him.

(3) The receipt of the Custodian or any person duly authorized to sign receipts on his behalf for any sum paid to him under this Act shall be a good discharge to the person paying the same as against the person or body of persons in respect of whom the sum was paid to the Custodian.

(4) The Custodian shall keep a register of all property held by him under this Act, which register shall be open to public inspection at all reasonable times free of charge.

(5) In England and Ireland the Lord Chancellor and the Lord Chancellor for Ireland may by rules, and in Scotland the Court of Session may by act of sederunt, make provision for the practice and procedure to be adopted for the purposes of this and the last preceding section.

6. *Invalidity of assignment of debts, &c., by enemies.*—(1) No person shall by virtue of any assignment of any debt or other chose in action, or delivery of any coupon or other security transferable by delivery, or transfer of any other obligation, made or to be made in his favour by or on behalf of an enemy, whether for valuable consideration or otherwise, have any rights or remedies against the person liable to pay, discharge or satisfy the debt, chose in action, security or obligation, unless he proves that the assignment, delivery, or transfer was made by leave of the Board of Trade or was made before the commencement of the present war, and any person who knowingly pays, discharges or satisfies any debt, or chose in action, to which this sub-section applies, shall be deemed to be guilty of the offence of trading with the enemy within the meaning of the principal Act:

Provided that this subsection shall not apply where the person to whom the assignment, delivery or transfer was made, or some person deriving title under him, proves that the transfer, delivery or assignment or some subsequent transfer, delivery or assignment, was made

before the nineteenth day of November, nineteen hundred and fourteen, in good faith and for valuable consideration nor shall this subsection apply to any bill of exchange or promissory note.

(2) No person shall by virtue of any transfer of a bill of exchange or promissory note made or to be made in his favour by or on behalf of an enemy, whether for valuable consideration or otherwise, have any rights or remedies against any party to the instrument unless he proves that the transfer was made before the commencement of the present war, and any party to the instrument who knowingly discharges the instrument shall be deemed to be guilty of trading with the enemy within the meaning of the principal Act:

Provided that this subsection shall not apply where the transferee, or some subsequent holder of the instrument, proves that the transfer, or some subsequent transfer, or the instrument was made before the nineteenth day of November, nineteen hundred and fourteen, in good faith and for valuable consideration.

(3) Nothing in this section shall be construed as validating any assignment, delivery or transfer which would be invalid apart from this section or as applying to securities within the meaning of section eight of this Act.

7. *Right to pay into court sums due on coupons suspected of being enemy property.*—Where during the continuance of the present war any coupon or other security transferable by delivery is presented for payment to any company, municipal authority, or other body or person, and the company, body or person has reason to suspect that it is so presented on behalf or for the benefit of an enemy or that since the commencement of the present war it has been held by or for the benefit of an enemy, the company, body or person may pay the sum due in respect thereof into the High Court, and the same shall, subject to rules of court, be dealt with according to the orders of the court, and such a payment shall for all purposes be a good discharge to the company, body or person.

8. *Invalidity of transfers of shares in company, &c.*—(1) No transfer made after the passing of this Act by or on behalf of an enemy of any securities shall confer on the transferee any rights or remedies in respect thereof and no company or municipal authority or other body by whom the securities were issued or are managed shall, except as hereinafter appears, take any cognizance of or otherwise act upon any notice of such a transfer:

(2) No entry shall hereafter, during the continuance of the present war, be made in any register or branch register or other book kept in the United Kingdom of any transfer of any securities therein registered, inscribed or standing in the name of an enemy, except by leave of a court of competent jurisdiction or of the Board of Trade.

(3) No share warrants payable to bearer shall be issued during the continuance of the present war in respect of any shares or stock registered in the name of any enemy.

(4) If any company or any body contravenes the provisions of this section the company or body shall be liable on conviction under the Summary Jurisdiction Acts to a fine not exceeding one hundred pounds, and every director, manager, secretary or other officer of the company or body who is knowingly a party to the default, shall be liable on the like conviction to a like fine or to imprisonment, with or without hard labour, for a term not exceeding six months.

(5) For the purposes of this section the expression "securities" means any annuities, stock, shares, debentures, or debenture stock issued by or on behalf of the Government or by any municipal or other authority, or by any company or by any other body which are registered or inscribed in any register, branch register, or other book kept in the United Kingdom.

9. *Condition as to the incorporation of new companies.*—(1) During the continuance of the present war a certificate of incorporation of a company shall not be given by the Registrar of Joint Stock Companies until there has been filed with him either—

(a) a statutory declaration by a solicitor of the Supreme Court, or, in Scotland, by an enrolled law agent, engaged in the formation of the company, that the company is not formed for the purpose or with the intention of acquiring the whole or any part of the undertaking of a person, firm or company the books and documents of which are liable to inspection under subsection (2) of section two of the principal Act; or

(b) a licence from the Board of Trade authorising the acquisition by the company of such an undertaking.

(2) Where such a statutory declaration has been filed it shall not be lawful for the company, during the continuance of the present war, without the licence of the Board of Trade, to acquire the whole or any part of any such undertaking, and if it does so the company shall, without prejudice to any other liability, be liable on conviction under the Summary Jurisdiction Acts to a fine not exceeding one hundred pounds, and every director, manager, secretary, or other officer of the company who is knowingly a party to the default shall on the like conviction be liable to the like fine or to imprisonment, with or without hard labour, for a term not exceeding six months.

10. *Additional provisions as to trading with enemy.*—(1) Section one of the principal Act shall apply to a person who during the present war attempts, or directly or indirectly offers or proposes or agrees, or has since the fourth day of August, nineteen hundred and fourteen, attempted or directly or indirectly offered or proposed or agreed, to trade with the enemy within the meaning of that Act in like manner as it applies to a person who so trades or has so traded.

LAW REVERSIONARY INTEREST SOCIETY.

LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.

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Capital Stock £400,000

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Forms of Proposal and full information can be obtained at the Society's Office, G. H. MAYNE, Secretary.

(2) If any person without lawful authority in anywise aids or abets any other person, whether or not such other person is in the United Kingdom, to enter into, negotiate, or complete any transaction or do any act which, if effected or done in the United Kingdom by such other person, would constitute an offence of trading with the enemy within the meaning of the principal Act, he shall be deemed to be guilty of such an offence.

(3) If any person without lawful authority deals, or attempts, or offers, proposes or agrees, whether directly or indirectly, to deal with any money or security for money or other property which is in his hands or over which he has any claim or control for the purpose of enabling an enemy to obtain money or credit thereon or thereby, he shall be deemed to be guilty of the offence of trading with the enemy within the meaning of the principal Act.

11. *Additional ground for appointment of controller.*—(1) In addition to the grounds on which an application can be made to the court by the Board of Trade to appoint a controller under section three of the principal Act, such an application may be made in any case in which the Board think it is expedient in the public interest that a controller should be appointed owing to circumstances or considerations arising out of the present war, and that section shall be construed accordingly.

(2) Section three of the principal Act, as amended by this section, shall extend so as to enable a controller to be appointed of a business carried on by a person in like manner as it applies to the appointment of a controller of a business carried on by a firm.

12. *Amendment of s. 2 of principal Act.*—(1) Where, on the report of an inspector appointed to inspect the books and documents of a person, firm, or company under section two of the principal Act, it appears to the Board of Trade that it is expedient that the business should be subject to frequent inspection or constant supervision, the Board of Trade may appoint that inspector or some other person to supervise the business with such powers as the Board of Trade may determine, and any remuneration payable and expenses incurred, whether for the original inspection or the subsequent supervision, to such amount as may be fixed by the Board of Trade, shall be paid by the said person, firm, or company.

(2) Paragraph (c) of subsection (2) of section two of the principal Act shall have effect and shall be deemed always to have had effect as if for the word "trading" there were substituted the word "resident."

13. *Power to use information in evidence against informant.*—Where a person has given any information to a person appointed to inspect the books and documents of a person, firm, or company under section two of the principal Act, the information so given may be used in evidence against him in any proceedings relating to offences of trading with the enemy within the meaning of the principal Act, notwithstanding that he only gave the information on being required so to do by the inspector, in pursuance of his powers under the said section.

14. *Short title and construction.*—(1) This Act may be cited as the Trading with the Enemy Amendment Act, 1914, and shall be construed as one with the principal Act.

(2) No person or body of persons shall, for the purposes of this Act, be treated as an enemy who would not be so treated for the purpose of any proclamation issued by His Majesty dealing with trading with the enemy for the time being in force, and the expression "commencement of the present war" shall mean as respects any enemy the date on which war was declared by His Majesty on the country in which that enemy resides or carries on business.

(3) In the application of this Act to Scotland "real property" shall mean "heritable property"; "personal property" shall mean "moveable property"; "chase in action" shall mean "right of action"; "attached or otherwise taken in execution" shall mean "arrested in execution or in security, or otherwise affected by diligence"; "assignment" shall mean "assignment"; "judgment has been recovered" shall mean "decree has been obtained"; a reference to a vesting order made under the Trustee Act, 1893, shall be construed as a reference to a warrant to complete a title granted under section twelve of the Trusts (Scotland) Act, 1867 (30 & 31 Vict. c. 97), and any money paid into the Court of Session in terms of this Act shall be paid in such manner as may be prescribed by Act of sederunt.

(4) Nothing in this Act shall be construed as limiting the power of His Majesty by proclamation to prohibit any transaction which is not prohibited by this Act, or by licence to permit any transaction which is so prohibited.

It is stated that the moratorium in Belgium has been indefinitely prolonged.

Societies.

United Law Society.

A meeting of the above society was held on Monday, 30th November, at 3, King's Bench-walk, Temple, E.C. Mr. A. S. Wood-Smith moved: "That the case of *Kemp v. Lewis* (1914, 3 K. B. 543) was wrongly decided." Mr. S. E. Pocock opposed. The following gentlemen also spoke: Messrs. C. P. Blackwell, L. O'Malley, J. Ball, and T. Aynes. The motion was lost by two votes.

The Union Society of London.

The weekly meeting of the Society was held at the chambers of Mr. W. R. Willson, 3, Plowden-buildings, Temple, on Wednesday evening. The vice-president (Mr. J. H. Coram) was in the chair. Mr. Ravenshaw opened the motion: "That the Press censorship be abolished." Mr. Quass opposed. Messrs. Rastorjaieff, Baker, Fowler, Bright, and Stevens also spoke. The motion was lost.

Law Students' Journal.

Law Students' Societies.

UNIVERSITY OF LONDON INTER-COLLEGE LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 1st December, 1914, at University College (Mr. R. F. Levy in the chair), the subject for debate was: "That this house deplores the revival of censorship of the Press." Mr. W. C. Pycroft opened in the affirmative, and Mr. L. P. Lincoln in the negative. The following members also spoke: Messrs. T. Franci, E. W. Goodale, R. H. Gregorowski, E. M. Duke, O. W. Godwin, P. A. Wood, and G. B. Blake. The leaders replied, and, on the motion being put to the meeting, it was lost by eight votes to four.

Legal News.

Appointments.

SIR WILLIAM BYRNE, K.C.V.O., C.B., has been elected treasurer of the Honourable Society of Gray's Inn for the year 1915, in succession to the Hon. Mr. Justice Atkin.

MR. THOMAS HENRY LLOYD, of the firm of Messrs. Corrells & Berney, has received a commission as captain in the 11th Service Battalion of the Royal Warwickshire Regiment, and is at present stationed at Portlisle Camp.

The Attorney-General has made the following appointments of junior counsel for the Crown:—

MR. GEORGE WILLIAM RICKETTS as counsel to the Admiralty (Common Law).

MR. RAYMOND ASQUITH as counsel to the Board of Inland Revenue (Common Law), and

MR. WILFRID ARTHUR GREENE as counsel in peerage and baronetcy cases.

General.

Attention was directed last week at the North London Police Court to the refusal of a police inspector to accept a special constable as surety for a prisoner, on the ground that the regulations precluded constables from standing as bail. The magistrate ordered the matter to be referred to the Commissioner of Police, and on Monday it was intimated that the Commissioner made no objection to special constables acting as sureties.

It is stated by *Reuter* that, according to a telegram received at Amsterdam on the 27th ult., from Constantinople via Berlin, the Turkish Cabinet will shortly issue a Decree dealing with the subjects of hostile States living in Turkey. Russians will not be allowed to leave Turkish territory, and they will be sent to certain places in the interior of the Turkish Empire. French and British subjects will also not be allowed to leave Turkey, but Belgians will be at liberty either to leave or to stay.

Charging the grand jury at the London Sessions on Tuesday Mr. Robert Wallace, K.C., said that his recent comments on the public-house early closing order as the cause of the reduction in the number of wounding cases had been criticised as not taking sufficient account of the Probation Act and kindred legislation. He fully appreciated these measures, but they were not the cause of the diminution of wounding cases. He continued:—"In the first nine months of this year 103 of these charges were heard here, an average of nearly twelve a month. In September, owing to what we have heard so much about, the number rose to seventeen, but then the 11 p.m. closing order was

introduced, and the result was that in October the number fell to five. The 10 p.m. order brought about a further improvement, there being only two cases during November. And to-day, for almost the first time in the history of the county, there is not a single wounding case for us to deal with."

Four German vessels which had been condemned by the Prize Court came under the hammer at the Baltic Exchange Sale Room on Thursday, says the *Times*, by order of Mr. H. W. Lovell, Marshal of the Admiralty. The hammer used by Mr. E. Hartley, who conducted the sale as the representative of Messrs. Lachlan & Co., brokers to the Admiralty Marshal, was the one used by the late Mr. J. Lachlan in 1855, which was the last occasion when enemy ships were sold in this country. At the end of the sale Mr. Hartley presented this hammer to Mr. Lovell as a souvenir. The steel three-masted schooner *Elie*, 223 tons gross, now lying at Falmouth, brought £1,125; the iron and steel schooner *Gerhard*, 166 tons gross, lying at Boston, Lincs, £200; the wooden schooner *Theodor*, 207 tons, lying at Lynn, Norfolk, £500; and the steel three-masted schooner *Bolivar*, 267 tons gross, lying at North Woolwich buoys, which is in exceptionally good order and had a very good inventory, £2,425. Two chronometers from *The Elie* and *The Bolivar* were sold for £21.

The Vice-Chancellor of Sheffield University (Mr. H. A. L. Fisher), speaking at the annual meeting of Court of Governors on Monday, says the *Times*, said that German universities had been frequented by Russians, Spaniards, Frenchmen, and also by Americans in great numbers; but he believed that when the war was concluded it would be possible for England very largely to step into the place hitherto occupied by Germany. If our universities would only be a little imaginative, and try to reproduce some of the perfection of organisation which did undoubtedly prevail in Germany, and which brought eternal honour to the German nation, they might become cosmopolitan universities in the sense in which Oxford was the great cosmopolitan university of the Middle Ages. It was only since the Reformation that English universities had become, in a sense, provincial. In the Middle Ages Oxford and Paris were the two intellectual capitals of Europe. In certain regions of applied science there was no reason why in the next fifteen or twenty years Sheffield should not be the intellectual capital of Europe.

At Marlborough-street Police Court, on the 16th ult., says the *Times*, John Roderick McKenzie, 23, motor engineer, was charged, before Mr. Denman, with stealing a collecting-box from the Oxford Music Hall. The box, which was for the benefit of the Belgian refugees, was missed from the bar, and was found in the possession of the prisoner, whose explanation was that he took it "for a lark." He had £2 7s. in his possession at the time. The prisoner in his evidence said that he met a soldier and another young man, that they had drinks together, and that he did not quite know what he was doing. He actually put money into the box, which he took with the idea of getting subscriptions. Mr. Denman, remarking that he would like to deal with the case in a manner of "poetic justice," offered, if the prisoner would give the £2 7s. found on him to be put into the box, to deal with him in a certain way. The prisoner agreed, and the money having been dropped into the box, Mr. Denman bound him over in the sum of £10 to come up for judgment if called upon.

In the House of Commons, on the 16th ult., in answer to Mr. Joynson-Hicks (says the *Times*), Mr. McKenna said: I am informed by the War Office that the number of alien enemies, other than prisoners taken in action or on merchant ships, interned in the various concentration camps is about 14,500. Comparing this number with the figures of adult male Germans, Austrians, and Hungarians registered at the beginning of the war, I estimate that about 29,000 are at large. Mr. McKenna, replying to questions by Mr. King and Mr. G. Roberts appealing for favourable treatment for Alsations, Holsteiners, Trentine Italians, and Hungarians, said it was a matter of great difficulty to discriminate between races and to ascertain whether the sentiments of individuals were friendly or otherwise, but, so far as practicable, persons belonging to races friendly to the Allies who were themselves friendly were exempted from internment, and every consideration consistent with the law was shown them in the enforcement of the Aliens Restriction Act. He regretted, however, that the circumstances of the present war did not justify the view that Hungarians could be regarded as generally friendly.

In the House of Commons on the 24th ult., in answer to Mr. Butcher, Mr. McKenna said: I have considered the proposal which has been made very widely that power should be taken to withdraw naturalization certificates at discretion in the case of persons who are dangerous to the State. I think that, apart from any objection to the proposal in principle, as a matter of practice any circumstances of danger to the State which would justify the use of such a power would also afford sufficient ground for action against the individual in question under the very wide powers conferred by the present law—in particular, the Defence of the Realm Acts. Mr. Butcher: Is it not desirable in cases such as those referred to it should be possible to put in force the regulations made under the Aliens Restriction Act, and that without some such power it would not be possible to enforce these regulations? Mr. McKenna: As I understand the question which the hon. and learned member puts to me he wishes to leave to the Home Secretary discretion to suspend a certificate. I very much doubt whether that discretion

ought to be exercised unless there are circumstances of suspicion. If there are circumstances of suspicion the person suspected can already be proceeded against under the law, and it would be bad policy, I submit, to give a discretion to any Secretary of State which would enable him to supersede the law.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Chapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

CAUTION.—The public are warned that a Sectional Bookcase similar in name and appearance to the "Oxford" (but differently constructed and more expensive) is being advertised. To avoid possible disappointment it is well to remember that the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, is manufactured only by the sole proprietors, **WILLIAM BAKER AND CO.**, Oxford, from whom catalogues may be obtained post free.—Advt.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY ROTA.				
Date.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
	NEVILLE.	EVIL.	SARGANT.	ASTBURY.
Monday Dec. 7	Mr. Church	Mr. Borrer	Mr. Leach	Mr. Goldschmidt
Tuesday	8 Farmer	Leach	Goldschmidt	Bloxam
Wednesday	9 Synges	Goldschmidt	Church	Farmer
Thursday	10 Jolly	Farmer	Greswell	Church
Friday	11 Bloxam	Church	Jolly	Greswell
Saturday	12 Greswell	Synges	Borrer	Leach

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, NOV. 24.

MAVIA CO. LTD.—Creditors are required, on or before Nov 30, to send in their names and addresses, and the particulars of their debts or claims, to Claude Knight, 14, Fenchurch st, Liquidator.

MAVIA & ELLWOOD, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. B. Fr-d Aspell, 3, Welford rd, Leicester, Liquidator.

MART & CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Ernest Louis Hiney, M.V.O., 28, Coleman st, Liquidator.

M. E. BEATH, LTD.—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Joseph Henry Bayley and William Ros Sharp, 30, Brown st, Manchester, Liquidators.

REINFORCED RUBBER CO. LTD.—Creditors are required, on or before Jan 7, to send in their names and addresses, and full particulars of their debts or claims, to Joseph Davidson, West Bar Chambers, 28, Bow in, L. ed., Liquidator.

ROBEY CONCRETE CO. LTD.—Creditors are required, on or before Nov 30, to send in their names and addresses, and the particulars of their debts and claims, to Claude Knight, 14, Fenchurch st, Liquidator.

ROBERTA SEED AND SPICE MILLS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to G. L. J. Hight 44, 10, Dale st, Liverpool, Liquidator.

ROBERTA, LTD.—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to James Benzie Carruthers, 14, South st, Hinsbury, Liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, NOV. 27.

ANNATON BRACKER, LTD.—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to John Charles Lacey, 20, Waterloo st, Birmingham, Liquidator.

ANNATON & CASTLE CINEMATOGRAPH THEATRE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to J. B. Reeves, c/o the said company, Liquidator.

ANNATON ELECTRIC SAW MILLS, LTD.—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Charles Bourner, Bush Lane House, Cannon st, Liquidator.

ANNATON 11 ACCRINGTON AND DISTRICT INVESTMENT CO. LTD.—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to John Robert Keroyd, Market chmbrs, Accrington, Liquidator.

ANNATON, LTD. (IN LIQUIDATION).—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Henry Nelson Sturges, 1, Guildhall chmbrs, Liquidator.

PACKARD & CO. LTD.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to John Frederick Heap, 1, York st, Barnley, Liquidator.

PALACE PICTUREWORKS, LTD.—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts and claims, to Louis Nicholas, 19, Cast's st, Liverpool, Liquidator.

PURE ICE CREAM SUPPLY CO. LTD.—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Mr. Arthur F. Anker, Old Bank of mbrs, Market st, Bradford, Liquidator.

SIDNEY SMITH & SONS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, forthwith to send their names and addresses, and the particulars of their debts or claims, to A. J. H. Shay, 63, Queen Victoria st, Liquidator.

SUKHAN MURRAY CHARTER CO. LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to H. Forbes George, Basalshaw House, Basinghall st, Liquidator.

THE SWEDISH MATCH CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. G. W. Spencer Hawes, Caxton House, Westminster, Liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, DEC. 1.

CUNNINGHAM (MOTORS), LTD.—Creditors are required, on or before Dec 30, to send in their names and addresses, with particulars of their debts or claims, to Henry Steele, 28-40, 11, yd's, Manchester, Liquidator.

FABRAK (NIGERIA) TIN, LTD.—Creditors are required, on or before Jan 12, to send their names and addresses, and particulars of their debts and claims, to Walter Bramall, 529-531, Salisbury house, London Wall, Liquidator.

I. W. RIDGWAY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 27, to send full particulars of their debts or claims, to William Herring Brown, 62, John st, Sunderland, Liquidator.

MANITOBA NATURAL GAS SYNDICATE, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Henry Charles Chambers, 6, Bennetts hill, Birmingham, Liquidator.

MONTAGU SKINNER, LTD.—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Thomas Howl, 31, King st, Luton, Liquidator.

NEWTON AND ROWSON, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bowack Weir, 36, Spring adms, Manchester, Liquidator.

LOXON SCOTTISH AGENCY, LTD.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Percy Hugh Morris, 52 Holborn viaduct, Liquidator.

THOMAS RIDGWAY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Mr. Oliver Sunderland, 53, Corporation st, Manchester, Liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, NOV. 24.

Hans Motor Co. Ltd.
Cuningham (Motors) Ltd.
Duncan Thomas Ltd.
E. A. Herbert & Co. Ltd.
Ashby's Co. Ltd.
Premier Lighting and Engineering Co. Ltd.
Stroud's Patent, Ltd.
Barford Gas Light, Coal & Coke, Co. Ltd.
Seaford Liberal Club Buildings Co. Ltd.
Southern Concessions Co. Ltd.
San Antoni De Equilache Ltd.
Number 11 Accrington & District Investment Co. Ltd.

James A. King, Ltd.
Lansley Motor and Electrical Engineering Co. Ltd.
Lancashire Fertiliser Co. Ltd.
Chongkat Kinta Tin Syndicate, Ltd.
Gong Garu 'oonon Estate, Ltd.
Blackpool Cinema, Ltd.
Craven Steamship Co. Ltd.
D. Ellis & Co. Ltd.
Henry Newman & Sons, Ltd.
National Steamship Co. Ltd.
Bar y Dock Timber & Joinery Co. Ltd.
West Lancashire Motor Co. Ltd.
Phoenix Steamship Co. Ltd.

London Gazette.—FRIDAY, NOV. 27.

Inan Mining and Development Syndicate, Ltd.
John Heginbotham, Ltd.
Dry Products Syndicate, Ltd.
Atlas "Empty Quick" Syndicate, Ltd.
Atlas Non-Fracture Inner Case Syndicate, Ltd.
Afternoon Tea Cabinet Co. Ltd.
M. & T. Smith, Ltd.
E.C.C. Co. Ltd.
Rubber Shareholders' Association, Ltd.
Moss Brick, Tile, Stone and Coal Co. Ltd.

Elephant and Castle Cinematograph Theatre, Ltd.
Whitstable Mutual Maritime Insurance Association, Ltd.
Greater London Joy Wheels, Ltd.
Ostrowky Mancians Hand Development Co. Ltd.
L. Ball, Ltd.
Wilsons, Pease & Co. Ltd.
Arthur York, Ltd.
Packard & Co. Ltd.

London Gazette.—TUESDAY, DEC. 1.

New Fredericus Syndicate, Ltd.
Montagu Skinner, Ltd.
Sauelism & Co. Ltd.
Hoskison, Ltd.
F. Wells & Co. Ltd.
Picture Supplies, Ltd.
Manitoba Natural Gas Syndicate, Ltd.

Bungalow, Ltd.
Reduction Co. Ltd.
Fabrak (Nigeria) Tin, Ltd.
Canadian Shale Syndicate, Ltd.
Sungei Matang Rubber Co. Ltd.
San Juan Pottery Co. Ltd.

Creditors' Notices

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 24.

BANTOFF, EMILY KATE, Hall Dec 31 Parker & Parker, Selby
BATTEN, ELIZABETH, or ELEANOR MARY BATTEN, Bath Jan 2 Collins & Simmons, Bath
BATTLER, THOMAS CHARLES, Maida Vale, Solicitor Dec 29 Watkins & Co, Sackville st
BLAKLEY, ROBERT, Burnley, Cotton Manufacturer Dec 31 Lawson, Burnley
BOLTON, HORACE WALSH, Witham, Essex Dec 23 Eland & Co, Trafalgar sq
BRADBURY, AARON, Ashopton, Derby, Farmer Jan 2 Fry-Smith & Barker, Sheffield
BRIGGS, GEORGE MANUEL, Osgodby hall, nr Selby, Yorks Dec 31 Parker & Parker, Selby

Societies.

United Law Society.

A meeting of the above society was held on Monday, 30th November, at 3, King's Bench walk, Temple, E.C. Mr. A. S. Wood-Smith moved: "That the case of *Kemp v. Lewis* (1914, 3 K. B. 543) was wrongly decided." Mr. S. E. Pocock opposed. The following gentlemen also spoke: Messrs. C. P. Blackwell, L. O'Malley, J. Ball, and T. Aynes. The motion was lost by two votes.

The Union Society of London.

The weekly meeting of the Society was held at the chambers of Mr. W. R. Willson, 3, Plowden-buildings, Temple, on Wednesday evening. The vice-president (Mr. J. H. Coram) was in the chair. Mr. Ravenshaw opened the motion: "That the Press censorship be abolished." Mr. Quass opposed. Messrs. Rastorjaieff, Baker, Fowler, Bright, and Stevens also spoke. The motion was lost.

Law Students' Journal.

Law Students' Societies.

UNIVERSITY OF LONDON INTER-COLLEGE LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 1st December, 1914, at University College (Mr. R. F. Levy in the chair), the subject for debate was: "That this house deprecates the revival of censorship of the Press." Mr. W. C. Pycroft opened in the affirmative, and Mr. L. P. Lincoln in the negative. The following members also spoke: Messrs. T. Franci, E. W. Goodale, R. H. Gregorowski, E. M. Duke, O. W. Godwin, P. A. Wood, and G. R. Blake. The leaders replied, and, on the motion being put to the meeting, it was lost by eight votes to four.

Legal News.

Appointments.

SIR WILLIAM BYRNE, K.C.V.O., C.B., has been elected treasurer of the Honourable Society of Gray's Inn for the year 1915, in succession to the Hon. Mr. Justice Atkin.

MR. THOMAS HENRY LLOYD, of the firm of Messrs. Corsellis & Berney, has received a commission as captain in the 11th Service Battalion of the Royal Warwickshire Regiment, and is at present stationed at Portalade Camp.

The Attorney-General has made the following appointments of junior counsel for the Crown:—

MR. GEORGE WILLIAM RICKETTS as counsel to the Admiralty (Common Law).

MR. RAYMOND ASQUITH as counsel to the Board of Inland Revenue (Common Law), and

MR. WILFRID ARTHUR GREENE as counsel in peerage and baronetcy cases.

General.

Attention was directed last week at the North London Police Court to the refusal of a police inspector to accept a special constable as surety for a prisoner, on the ground that the regulations precluded constables from standing as bail. The magistrate ordered the matter to be referred to the Commissioner of Police, and on Monday it was intimated that the Commissioner made no objection to special constables acting as sureties.

It is stated by *Reuter* that, according to a telegram received at Amsterdam on the 27th ult., from Constantinople via Berlin, the Turkish Cabinet will shortly issue a Decree dealing with the subjects of hostile States living in Turkey. Russians will not be allowed to leave Turkish territory, and they will be sent to certain places in the interior of the Turkish Empire. French and British subjects will also not be allowed to leave Turkey, but Belgians will be at liberty either to leave or to stay.

Charging the grand jury at the London Sessions on Tuesday Mr. Robert Wallace, K.C., said that his recent comments on the public-house early closing order as the cause of the reduction in the number of wounding cases had been criticised as not taking sufficient account of the Probation Act and kindred legislation. He fully appreciated these measures, but they were not the cause of the diminution of wounding cases. He continued:—"In the first nine months of this year 103 of these charges were heard here, an average of nearly twelve a month. In September, owing to what we have heard so much about, the number rose to seventeen, but then the 11 p.m. closing order was

introduced, and the result was that in October the number fell to five. The 10 p.m. order brought about a further improvement, there being only two cases during November. And to-day, for almost the first time in the history of the county, there is not a single wounding case for us to deal with."

Four German vessels which had been condemned by the Prize Court came under the hammer at the Baltic Exchange Sale Room on Thursday, says the *Times*, by order of Mr. H. W. Lovell, Marshal of the Admiralty. The hammer used by Mr. E. Hartley, who conducted the sale as the representative of Messrs. Lachlan & Co., brokers to the Admiralty Marshal, was the one used by the late Mr. J. Lachlan in 1855, which was the last occasion when enemy ships were sold in this country. At the end of the sale Mr. Hartley presented this hammer to Mr. Lovell as a souvenir. The steel three-masted schooner *Elze*, 223 tons gross, now lying at Falmouth, brought £1,125; the iron and steel schooner *Gerhard*, 166 tons gross, lying at Boston, Lincs, £800; the wooden schooner *Theodor*, 207 tons, lying at Lynn, Norfolk, £500; and the steel three-masted schooner *Bolivar*, 267 tons gross, lying at North Woolwich buoys, which is in exceptionally good order and had a very good inventory, £2,425. Two chronometers from *The Elze* and *The Bolivar* were sold for £21.

The Vice-Chancellor of Sheffield University (Mr. H. A. L. Fisher), speaking at the annual meeting of Court of Governors on Monday, says the *Times*, said that German universities had been frequented by Russians, Spaniards, Frenchmen, and also by Americans in great numbers; but he believed that when the war was concluded it would be possible for England very largely to step into the place hitherto occupied by Germany. If our universities would only be a little imaginative, and try to reproduce some of the perfection of organisation which did undoubtedly prevail in Germany, and which brought eternal honour to the German nation, they might become cosmopolitan universities in the sense in which Oxford was the great cosmopolitan university of the Middle Ages. It was only since the Reformation that English universities had become, in a sense, provincial. In the Middle Ages Oxford and Paris were the two intellectual capitals of Europe. In certain regions of applied science there was no reason why in the next fifteen or twenty years Sheffield should not be the intellectual capital of Europe.

At Marlborough-street Police Court, on the 16th ult., says the *Times*, John Roderick McKenzie, 23, motor engineer, was charged, before Mr. Denman, with stealing a collecting-box from the Oxford Music Hall. The box, which was for the benefit of the Belgian refugees, was missed from the bar, and was found in the possession of the prisoner, whose explanation was that he took it "for a lark." He had £2 7s. in his possession at the time. The prisoner in his evidence said that he met a soldier and another young man, that they had drinks together, and that he did not quite know what he was doing. He actually put money into the box, which he took with the idea of getting subscriptions. Mr. Denman, remarking that he would like to deal with the case in a manner of "poetic justice," offered, if the prisoner would give the £2 7s. found on him to be put into the box, to deal with him in a certain way. The prisoner agreed, and the money having been dropped into the box, Mr. Denman bound him over in the sum of £10 to come up for judgment if called upon.

In the House of Commons, on the 16th ult., in answer to Mr. Joynson-Hicks (says the *Times*), Mr. McKenna said: I am informed by the War Office that the number of alien enemies, other than prisoners taken in action or on merchant ships, interned in the various concentration camps is about 14,500. Comparing this number with the figures of adult male Germans, Austrians, and Hungarians registered at the beginning of the war, I estimate that about 29,000 are at large. Mr. McKenna, replying to questions by Mr. King and Mr. G. Roberts appealing for favourable treatment for Alsations, Holsteiners, Trentine Italians, and Hungarians, said it was a matter of great difficulty to discriminate between races and to ascertain whether the sentiments of individuals were friendly or otherwise, but, so far as practicable, persons belonging to races friendly to the Allies who were themselves friendly were exempted from internment, and every consideration consistent with the law was shown them in the enforcement of the Aliens Restriction Act. He regretted, however, that the circumstances of the present war did not justify the view that Hungarians could be regarded as generally friendly.

In the House of Commons on the 24th ult., in answer to Mr. Butler, Mr. McKenna said: I have considered the proposal which has been made very widely that power should be taken to withdraw naturalization certificates at discretion in the case of persons who are dangerous to the State. I think that, apart from any objection to the proposal in principle, as a matter of practice any circumstances of danger to the State which would justify the use of such a power would also afford sufficient ground for action against the individual in question under the very wide powers conferred by the present law—in particular, the Defence of the Realm Acts. Mr. Butler: Is it not desirable in cases such as those referred to it should be possible to put in force the regulations made under the Aliens Restriction Act, and that without some such power it would not be possible to enforce these regulations? Mr. McKenna: As I understand the question which the hon. and learned member puts to me he wishes to leave to the Home Secretary discretion to suspend a certificate. I very much doubt whether that discretion

ought to be exercised unless there are circumstances of suspicion. If there are circumstances of suspicion the person suspected can already be proceeded against under the law, and it would be bad policy, I submit, to give a discretion to any Secretary of State which would enable him to supersede the law.

HERRING, SON & Daw (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Chesapeake, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Adv.)

CAUTION.—The public are warned that a Sectional Bookcase similar in name and appearance to the "Oxford" (but differently constructed and more expensive) is being advertised. To avoid possible disappointment it is well to remember that the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, is manufactured only by the sole proprietors, **WILLIAM BAKER AND CO.**, Oxford, from whom catalogues may be obtained post free.—Adv.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JOLY.	Mr. Justice WARRINGTON.
Monday Dec. 7	Mr. Church	Mr. Borrer	Mr. Leach	Mr. Goldschmidt
Tuesday Dec. 8	Farmer	Leach	Goldschmidt	Blotman
Wednesday Dec. 9	Synges	Goldschmidt	Church	Farmer
Thursday Dec. 10	Jolly	Farmer	Greswell	Church
Friday Dec. 11	Blotman	Church	Jolly	Greswell
Saturday Dec. 12	Greswell	Synges	Borrer	Leach
Date.	Mr. Justice NEVILLE.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Monday Dec. 7	Mr. Synges	Mr. Greswell	Mr. Jolly	Mr. Farmer
Tuesday Dec. 8	Borrer	Church	Greswell	Synges
Wednesday Dec. 9	Jolly	Leach	Borrer	Blotman
Thursday Dec. 10	Blotman	Borrer	Synges	Goldschmidt
Friday Dec. 11	Goldschmidt	Synges	Farmer	Leach
Saturday Dec. 12	Farmer	Jolly	Blotman	Church

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, NOV. 24.

ARANTA CO. LTD.—Creditors are required, on or before Nov 30, to send in their names and addresses, and the particulars of their debts or claims, to Claude Knight, 14, Fenchurch st, Liquidator.

BATH & KELWORTH, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. S. F. d'Aspail, 2, Weyford rd, Leicester, Liquidator.

GART & CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 19, to send their names and addresses, and the particulars of their debts or claims, to Ernest Louis Husey, M.V.O., 55, Coleman st, Liquidator.

J. H. BEATH, LTD.—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Joseph Henry Bayley and William Ros Sharp, 30, Brown st, Manchester, Liquidators.

REINFORCED RUBBER CO. LTD.—Creditors are required, on or before Jan 7, to send in their names and addresses, and full particulars of their debts or claims, to Joseph Davidson, West Bar Chambers, 38, Boar ln, L ed., Liquidator.

ROBIN CONCRETEWORKS CO. LTD.—Creditors are required, on or before Nov 30, to send in their names and addresses, and the particulars of their debts and claims, to Claude Knight, 14, Fenchurch st, Liquidator.

VEROLIA SEED AND SPICE MILLS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to G. L. J. High 44, 10, Dale st, Liverpool, Liquidator.

YOUNMAN, LTD.—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to James Benzie Carruthers, 14, South st, Finsbury, Liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, NOV. 27.

ORINATION BRAKES, LTD.—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to John Charles Lacey, 39, Waterloo st, Birmingham, Liquidator.

REINOLD AND CASTLE CINEMATOGRAPH THEATRE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to J. B. Reeves, c/o the said company, Liquidator.

ROCKWORTH ELECTRIC SAW MILLS, LTD.—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Charles Bourner, Bush Lane House, Cannon st, Liquidator.

ROBERT 11 ACCORINGTON AND DISTRICT INVESTMENT CO. LTD.—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to John Robert Keroyd, Market chambers, Accorington, Liquidator.

S. B. STEDICATE, LTD. (IN LIQUIDATION).—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Henry Holton Sturgess, 1, Guildhall chambers, Liquidator.

PACKARD & CO. LTD.—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to John Frederick Heap 1, York st, Burnley, Liquidator.

PALACE PICTUREWORKS, LTD.—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts and claims, to Louis Nicholas, 19, Cast'e st, Liverpool, Liquidator.

PURE ICE CREAM SUPPLY CO. LTD.—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Mr. Arthur F. Anker, Old Bank chambers, Market st, Bradford, Liquidator.

SIDNEY SMITH & SONS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, forthwith to send their names and addresses, and the particulars of their debts or claims, to A. J. H. Shay, 68, Queen Victoria st, Liquidator.

SULTAN MURAT CIGARETTE CO. LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to H. Forbes George, Bassishaw House, Basinghall st, Liquidator.

THE SWEDISH MATCH CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. G. W. Spencer Hawes, Caxton House, Westminster, Liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, DEC. 1.

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Resolutions for Winding-up Voluntarily.

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E. A. Herbert & Co, Ltd.	Changkat Kinta Tin Syndicate, Ltd.
Ahan's Co, Ltd.	Gong Garu Vocoon Estate, Ltd.
Premier Lighting and Engineering Co, Ltd.	Blackpool Cinema, Ltd.
Stroud's Patent, Ltd.	Craven Steamship Co, Ltd.
Barford Gas Light, Coal & Coke, Co, Ltd.	D. Ellis & Co, Ltd.
Seaforth Liberal Club Buildings Co, Ltd.	Henry Newman & Sons, Ltd.
Southern Concessions Co, Ltd.	National Steamship Co, Ltd.
San Antoni De Esquiche, Ltd.	Bar y Dock Timber & Joinery Co, Ltd.
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	Phoenix Steamship Co, Ltd.

London Gazette.—FRIDAY, NOV. 27.

Isan Mining and Development Syndicate, Ltd.	Elephant and Castle Cinematograph Theatre, Ltd.
John Heghinbotham, Ltd.	Whitstable Mutual Maritime Insurance Association, Ltd.
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Atlas Non-Puncture Inner Case Syndicate, Ltd.	L. Ball, Ltd.
Afternoon Tea Cabinet Co, Ltd.	Wilsons, Pease & Co, Ltd.
M. & T. Smith, Ltd.	Arthur York, Ltd.
E.C.C. Co, Ltd.	Packard & Co, Ltd.
Rubber Shareholders' Association, Ltd.	
Moss Brick, Tile, Stone and Coal Co, Ltd.	

London Gazette.—TUESDAY, DEC. 1.

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Montagu Skinner, Ltd.	Reduction Co, Ltd.
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Manitoba Natural Gas Syndicate, Ltd.	

Creditors' Notices

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 24.

BARTON, EMILY KATE, Hall Dec 31	Parker & Parker, Selby
HATTEN, ELIZABETH, or ELEANOR MARY HATTEN, Bath Jan 2	Collins & Simmons, Bath
BAYLIS, THOMAS CHARLES, Maids Vale, Solicitor Dec 30	Watkins & Co, Sackville st
BLAKELY, ROBERT, Burnley, Cotton Manufacturer Dec 31	Lawson, Burnley
BOLTON, HORACE WALSH, Witham, Essex Dec 23	Eland & Co, Trafalgar sq
FRABERT, AARON, Ashopton, Derby, Farmer Jan 2	Fye-Smith & Barker, Sheffield
BRIGGS, GEORGE MANUEL, Osgodby hall, nr Selby, Yorks Dec 31	Parker & Parker, Selby

CALDER, JOHN, Liverpool Dec 31 Layton & Co, Liverpool
 CORDEN, ELLEN MELICENT, Buckingham, Westminster Jan 1 Mathews & Co, Cannon St
 COOPE, SARAH, Chorlton cum Hardy, Manchester Dec 31 Hewitt & Son, Manchester
 CRADDOCK, WALTER, Chorlton cum Medlock, Lancaster Dec 31 Cabbitt & Co, Manchester
 ELLIOT, WILSON, Carlisle Dec 30 Westmorland, Carlisle
 FARRARD, EDWARD, Kinsham, Worcester, Fruit Grower Dec 24 Heath & Sons, Manchester
 FLETCHER, GEORGE, Spalding, Lines, Coal Agent Dec 12 Crust, Spalding
 FRASER, DUNCAN CAMERON, Walsall Dec 20 Miller, Walsall
 GALLIANO, DOMINIC, Lymington av, Wood Green Dec 25 Whitegreave & Co
 GARNER, FREDERICK WILLIAM, Rugby, Licensed Victualler Dec 30 Reddiah, Rugby
 GOODALL, SOPHIA, Bleanby, Nottingham Dec 7 Freeth & Co, Nottingham
 HALL, ANN, Alnwick, Northumberland Dec 31 Douglas, Alnwick
 HAMMOND, FRANK FOX, Farnham, Hants Jan 1 Warner & Kirby, Winchester
 JONES, MA. V. MYRIE, Draxfield rd, Bath Jan 6 Munn & Longden Frederick's pl
 KNIGHT, HENRY JEFFREY, Liverpool, Pat. Manufacturer Dec 24 Munro, Liverpool
 KYRKE-SMITH, ARTHUR KYRKE, Farnham, Surrey Dec 19 Laces & Co, Liverpool
 MARKS, ALBERT MORRIS, Holland Villas rd, Kensington Jan 7 Benjamin & Cohen College hl
 MYLLER, JOE, Hallas in Kirkburton, Yorks Dec 21 Kidd & Co, Holmfirth
 MILLER, ALICE ELIZABETH, Eastbourne Dec 24 Ruston & S. N. Chatteris, Cambridge
 MORRIS, THOMAS, Drycote nr Manchester, Pawnbroker Jan 2 Needham, Manchester
 MURLOW, JAMES GWESTRY, Sal p Dec 25 Mawdsley & Hadfield, Southampton
 OWEN, RICHARD DAVID, Llandudno Dec 16 Chamberlain & Johnson, Llandudno
 PRESSLAND, EDWARD BRICE, St John's rd, Putney Hill Dec 24 Potter & Co, Queen Victoria st
 PRIDHAM, CLEMENT JOHN COLES, Borrow in Furness, Registrar of County Court Dec 3 Kite & Sons, Thornton
 RADCLIFFE, RICHARD, Halifax Dec 21 Hurst & Co, Halifax
 ROBINSON, MARY, Dunham Massey, Chester Dec 28 Wilson, Cockerham
 SMITH, MARY ANN, Bournesouth Dec 5 Winterbotham & Sons, -trond, Glos
 STEVENS, ALICE, Southbourne, Bournemouth Jan 4 Colles & Shimmus, Bath
 WARR, JAMES THOMAS, Lower Swinford, Worcester, Millster Dec 24 Mannister, Stourbridge
 WHYTE, ALEXANDER BURNETT, Lime st sq, Merchant Dec 31 Coward & Co, Mincing ln

London Gazette.—FRIDAY, Nov. 27.

ARCHER, EMILY CLARA, Mowbray rd, Brondesbury Dec 31 Sutton & Co, Gt Winchester st
 BERRINGTON, JOHN, Crews, Licensed Victualler Dec 13 Spensman & Hill, Crews
 FIDDLINGTON, SAMUEL HENRY, Hyde Park sq Jan 1 Montagu & Co, Bucklersbury
 BELL, EMILY, Blackpool Dec 31 Finch & Co, Blackpool
 BENNETT, EDWARD, Harrington, Worcester, Haulier Dec 18 Barkes, Moreton in Marsh
 BERRY, MARTHA, Axminster Dec 31 Forward & Sons, Axminster
 BIDEELL, EMMA, Ipswich Jan 8 Westharp & Co, Ipswich
 BIDEELL, GEORGE ARTHUR, Ipswich Jan 8 Westharp & Co, Ipswich
 BLACKWOOD, VEELEN JEAN, Victoria st Dec 31 Arthur, Queen Victoria st
 BROOKE, JOHN, Bowdon, Chester, Architect Jan 15 Allen & Co, Manchester
 BUDDHON, KATE NEWMAN, Cheltenham Jan 1 Heath & Hamilton, Stone bldgs
 CHAMBERS, CHARLES EDWARD, Leyton, Essex, Carpet Fitter Dec 10 Philbrick & Co, Basinhall st
 CHARLTON, MARY ELLEN, Cleveleys Jan 21 Ponsoby & Carlie, Oldham
 CLARK, EMMA, Mansfield, Nottingham Jan 12 Smith, Mansfield
 CRICK, HENRY, Amptill, Beds, Market Gardener Dec 14 Sharman & Trethewy, Amptill
 DAWKINS, WILLIAM GREGORY, Brighton Dec 31 Arthur, Queen Victoria st
 DEWISBURY, GEORGE HENRY, Sheffield, Manufacturer Dec 31 Francon & Son, Sheffield
 ELSWORTH, FANNY ELIZABETH, York Jan 1 Crombie & Sons, York
 EVANS, EVAN, Llanelly Dec 31 Jones, Llanelly
 FOLLEY, THOMAS ALGERNON FITZGERALD, Br. Ford, Salisbury Dec 24 Young & Co, Laurence Pountney hill
 GREEN, CAROLINE LOUISA, North rd, Highgate Dec 18 Rubinstein & Co, Raymond bldgs
 GREENWELL, LAURA ISABEL KILVE, Somerset Dec 18 Poole & Son, Bridgwater
 HAGGARD, EMILY ISABELLA, Welbeck st, Cavendish sq Dec 31 S. Sander & Co, Berwick upon Tweed
 HARGREAVES, JAMES, Colne, Lancs, Saddler Dec 1 Sugden & Co, Kelghley
 HERBERT, HENRY FRANCIS ROBERT, East hill, Wan-laworth Dec 31 Taylor & Co, Lavender hill
 HORSFALL, LOVE, Blackley, Manchester Dec 31 Hall & Co, Manchester
 ISMAV, SIR STANLEY, KCSI, Octacumund, Nilgiris, Southern India Jan 7 Walker, Quality ct

KINGDOM, ERNEST, Brockley Jan 25 Lindus & Horton, St Lawrence house, Trump st
 LEATHER, ISAAC, Culcheth, Lancs Dec 31 Deacons, Leigh
 LEONARD, LUCY SELINA, Chelton, Middx Dec 23 Snow & Co, Great St Thomas Apostle
 MANLEY, ANNE, Leamington, Warwick Dec 31 Wright & Co, Leamington
 MCCOOL, ARCHIBALD, Birkenhead, Buford Dec 27 Reichardt, Birkenhead
 NORMANTON, JOHN WILLIAM, Blackpool Dec 31 Waterhouse, Blackpool
 PALMER, JERRY HOBLEY, Broomhill Witley, Surrey Dec 31 W. droffe, Mowbray House, Norfolk st
 PARKHOUSE, WILLIAM, Exeter Dec 20 J & S P Popr, Exeter
 PENNIMAN, EDWARD AUGUSTUS, New York, USA Dec 24 Bircham & Co, Old Broad st
 PRYTHOROCK, ELIZABETH, Dinas, Glam Dec 31 Edwards, Tonypandy
 RICHARDSON, MARGARET ELIZABETH, West Hartlepool Jan 1 Foster & Wells, Alderhot
 RUGO, CHARLES, Marles, Kent Dec 24 Hatten & Co, G. Avesand
 SMITH, JANE, Ingham, nr Bury St Edmunds Jan 15 Greene & Greene, Bury St Edmunds
 TATFELL, WILLIAM, Hale, Cheshire Dec 30 Makinson & Co, Manchester
 VANDEVILLE, E. ELIZABETH, Charlotte st, Baresbury Dec 18 Rubinstein & Co, Raymond bldgs
 VINEY, LEWIS HENRY, Pinner, Middx Dec 28 Mander, Cannon st
 WAGGAPPE, MARY ANN, Heworth Holmfirth Dec 31 Sykes & Co, Holmfirth
 WARD, GEORGE, Maids Morton, Bucks Dec 27 Law, Buckingham
 WATERFIELD, ADA JULIA, Canterbury Dec 31 Fielding, Canterbury
 WELCH, ELLER, Mosely, Birmingham Dec 26 Bradley & Guthrie, Birmingham
 WOODHEAD, SOPHIA LOUISA MELIAN, Brighton Dec 31 Gordon & Marley, New Road st
 WOODHEAD, MARY, Lightcliffe, Halifax Dec 31 Furniss & Co, Brighouse
 WYER, FRANCES ALICE, South Lambeth rd Jan 14 Laytons, Budge row

London Gazette.—TUESDAY, Dec. 1.

ARNOTT, SANDFORD, Brixton rd, Surzeon Dec 31 Roney & Co, New Broad st
 BARBER, GEORGE WALTER, Headingley cum Barley, Leeds Dec 31 Scott & Turrell, Leeds
 BARTLE, MARTHA, Shelf, nr Halifax Dec 12 Farrar & Co, Bradford
 BROWN GEORGE WILLIAM, Southend on Sea Jan 7 Martin & Co, Ironmonger ln
 BRYANT, REV WILLIAM, Stoke Lyne, Oxford Jan 16 Walsh & Co, Oxford
 BUTLER, WILLIAM, Sutton Coldfield, Warwick, Licensed Victualler Jan 4 Adcock & Simons, Birmingham
 CARROW, JOHN, Clifton, Bristol Jan 1 Church & Co, Redf rd row
 DUGGINS, GEORGE, Leamington Spa, Engineer Jan 10 O'rell & Son, Leamington Spa
 FLETCHER, JAMES Maabrough, Rotherham, Licensed Victualler Dec 19 Gilchrist & Gunmer, Rotherham
 FLINT, JAMES MELLISH, Ottawa, Canada Feb 5 Fearnes & Co, East Grinstead
 FURNESS, BROOK, Glosop, Derby, Laundry Proprietor Dec 22 Wilson, Glos op
 GALLIANO, DOMINIC, Lymington av, Wood Green Jan 4 Whitegreave & Co, Gravesend
 GALLON, MATTHEW, Heston, Newcastle upon Tyne Dec 21 F & E Emley, Newcastle upon Tyne
 GATES, WILLIAM STANFORD, Worthing Dec 31 Goo'men & Bowles, Worthing
 JACOB, JOHN HENRY, Nottingham Feb 1 Wells & Hind, Nottingham
 JENKINSON, WILLIAM, Stockmar, nr Huddersfield, Farmer Dec 31 Sykes & Co, Holmfirth
 KENNEDY, BARBARA, Heaton, Newcastle upon Tyne Jan 7 Smith, Berwick upon Tweed
 LEWIS, ALBERT, Warrington cres, Maids hill, Fashion Plate Publisher Jan 2 Leak South sq, Gray's inn
 LONG, E. WIN PERCY, Thomas at Woolwich, Auctioneer Dec 31 Fenn, New Bridges
 LONG, GEORGE HENRY, Sydenham, Kent, Boot Dealer Jan 14 Syrett & Co, Newbury pvt
 LUCAS, LADY AGNES, Eaton ter Jan 12 Hunter & Haynes, New sq, Lincoln's inn
 MOSTYN, SIR PETER WILLIAM, Talacre, Flint Mar 1 Porter & Co, Col yn Bar
 PATEN JANE ANNE, Saltmarsh, Paddington Nov 25 De Lyons-Pike, Bloomsbury
 PIMBERT, GEORGE SAMUEL, Birmingham Jan 1 Hall-Wright, Birmingham
 SAYAGE, CHARLES NORTON, Southampton Dec 31 Waller & Thornback, Southampton
 SAYER, JOHN LAST, Horsham, Sussex, Fish Salesman Jan 15 Wilde & Co, Collyer hill
 SMITH, FRANK, Greenide, nr Sheffield, Farmer Dec 31 Ashington & Denton, Sheffield
 SMITH, WILLIAM HENRY, Montpelier row, Knightsbridge Jan 1 Singleton, Taverst
 TANNER, FRANCIS JAMES, Croxson Dec 28 Edrington & Co, Croxson
 THORPE, MARY, Nottingham Feb 1 Wells & Hind, Nottingham
 THORPE, WILLIAM BLANKLEY, Nottingham Feb 1 Wells & Hind, Nottingham
 WALLIS, ALFRED, Clayton, B. addford, Worstad Manufacturer Dec 31 Wight & Co, Bradford
 WOODS, ABRAHAM, Bacup, Lancs Dec 30 Holt & Warner, R. wtenstall
 YULE, MARY MARGARET, Bullingham mans, Kensington Jan 1 Bogue, Stone Mile Lincoln's inn

Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 20.

ADJUDICATIONS.

ADAMS, GEORGE WILLIAM, Colwyn Bay, Denbigh, Clothier
 Ranger Pet Nov 17 Ord Nov 17
 ALCOCK, WINIFRED DOROTHY, and ELLEN MARY COCKS,
 Guildford High Court Pet Nov 17 Ord Nov 18
 ANSELL, JOHN, Charles st High Court Pet Jan 24 Ord Nov 17
 BAGO, FRANK, Kingston upon Hull, Foreman Packer
 Kingston-upon-Hull Pet Nov 16 Ord Nov 16
 BAILEY, ALFRED, Westhorpe, Suffolk, Baker Bury St.
 Edmunds Pet Nov 17 Ord Nov 17
 BARDER, SAMUEL, Fordwych rd, Brondesbury, Furrier
 High Court Pet Nov 16 Ord Nov 16
 BARNETT, FRANK, and THOMAS FREDERICK BARNETT,
 Nantwich Plumbers Nantwich Pet Nov 16 Ord Nov 16
 BEVAN, THOMAS GRIFFITH, Swansea, Labourer Swansea
 Pet Nov 18 Ord Nov 18
 BINNS, THOMAS, Aitricheam, Coal Merchant Manchester
 Pet Nov 16 Ord Nov 16
 COGGAN, JAMES, and EDWARD COGGAN, Ealund, nr Crowle,
 Lines, Grocers Sheffield Pet Nov 18 Ord Nov 18
 COLGATE, THOMAS, Sidcup, Kent, Machine Hand Rochester
 Pet Nov 17 Ord Nov 17
 COOPER, EDWARD, Co. sham, Berks, Grocer Windsor
 Pet Nov 17 Ord Nov 17
 COX, GLEN, ELMER, Acacia rd, St John's Wood, Commercial Clerk High Court Pet Nov 17 Ord Nov 17

D'OMBRAIN, EDITH ZOE MAUD, St Albans, Herts St
 Albans Pet Nov 17 Ord Nov 17
 GER, ARTHUR WILLIAM, Wolsely Bridge, Staffs, Engine
 Driver St. fford Pet Nov 13 Ord Nov 17
 GREEN, WILLIAM, Hugglescote, Leicester Burton on
 Trent Pet Nov 16 Ord Nov 16
 HARRISON, JOHN, Settle, Yorks, Cattle Salesman Bradford
 Pet Nov 18 Ord Nov 18
 JONES, CHARLES, and JOHN EDWARD PARKER, Halifax,
 Motor Dealers Halifax Pet Nov 14 Ord Nov 17
 JONES, JOHN Wrexham, Tailor Wrexham Pet Oct 17
 Ord Nov 17
 JONES, MORRIS, Lledr Valley, nr Bettwsworth, Carnarvon-
 shire, Farmer Portmadoc Pet Nov 16 Ord Nov 16
 KETTERINGHAM, CHARLES, Norwich, Horse Dealer Nor-
 wich Pet Nov 17 Ord Nov 17
 LLEWELLYN, EDWARD, Gell Pentre, Glam, Grocer Pon-
 pridd Pet Nov 17 Ord Nov 17
 LLOYD, WILLIAM, Manchester, Tailor Manchester Pet
 Nov 17 Ord Nov 17
 PALMER, FRANCISCO CHARLES, Southey, Norfolk, Cycle
 Agent King's Lynn Pet Nov 17 Ord Nov 17
 PHILLIPS, CHARLEY, Eastleigh, Southampton, Butcher
 Southampton Pet Nov 16 Ord Nov 16
 RAY, DANIEL O'CONNELL, Roland gds High Court Pet
 Nov 8 Ord Nov 18
 ROUARD, EUGENE, Fairmile av, Streatham, Restaurant
 Manager Wandsworth Pet Oct 12 Ord Nov 16
 SILKE, VICTOR AUGUSTUS, Combeich, nr Bridgewater,
 Somerset, Grocer Bridgewater Pet Oct 19 Ord Nov 17
 SPREAG, WILLIAM JOHN, Cheltenham, Pork Butcher's
 Salesman Cheltenham Pet Nov 18 Ord Nov 18
 WOOD, HORACE, Aldersbury bldg, Umbrella Manufac-
 turer High Court Pet Sept 26 Ord Nov 26

WOODS, ALBERT EDWARD, Fore st, Edmonton, Bldg
 High Court Pet Oct 1 Ord Nov 18

Amended Notice substituted for that published
 in the London Gazette of Nov. 13, 1914:

KINSELLA, EDWARD PATRICK, and ALAN HART ANNE
 Bexhill, Entertainers Hastings Pet Nov 16 Ord
 Nov 10

London Gazette.—TUESDAY, Nov. 24.

RECEIVING ORDERS.

ARNOLD, JOHN, Heaton Chapel Lancs, Grocer Stockport
 Pet Nov 5 Ord Nov 18
 BIDDLE, WILLIAM, VNF, REGINALD SAMUEL BIDDLE, and
 LAWRENCE WILLIAM WALSH, Southworth, Tailors
 Great Grimby Pet Nov 18 Ord Nov 18
 BRANSON, VICTOR, and HUGH HERBERT BRANSON, Wig-
 Daport Wigam Pet Nov 19 Ord Nov 19
 DINNIN, GEORGE JOHN, Petersfield, Wholesale Tobacco
 Portsmouth Pet Nov 18 Ord Nov 18
 ELLIOTT, JOHN L, Maidstone, A Convict Maidstone
 Oct 8 Ord Nov 18
 FORD, ERNEST, and JOHN OAKES, Kidsgrove, Staffs, Ma-
 sons Hasley Pet Nov 21 Ord Nov 21
 JORDAN, ELIZABETH FRANCES, Hastings Hastings
 Nov 21 Ord Nov 21
 PARKINSON, WILLIAM, Stanley, nr Wakefield, Coal
 W. Wakefield Pet Nov 20 Ord Nov 20
 PIRNSON, CHARLES JAMES, Petersfield Portsmouth
 Nov 17 Ord Nov 12
 PURCHASE, BERTRAM, Bearwood, Smethwick,
 West Bromwich Pet Nov 6 Ord Nov 20

SARLES, HERMAN* CARL, Isleworth, Middx, (Baker) Pet Sept 12 Ord Oct 13
 STUBBINS, HERBERT, S & Co, London Wall High Court Pet Oct 19 Ord Nov 12
 VAUGHAN, ARTHUR THOMAS, Trowlaw, General Blacksmith Pet Nov 21 Ord Nov 21
 WOOD, WILLIAM HENRY, Birmingham, Electrical Engineer Birmingham Pet July 8 Ord Nov 29
 YAP, ARTHUR, Queen Victoria st High Court Ord Nov 14

ORDER ANNULLING, REVOKING OR RESCINDING ORDER.

CRATER, ALFRED EUGENE, Caterham Valley, Clerk Croydon Adjud Sept 25, 1908. Annul and Rec Order of the same date discharged. Annul or Resc Oct 12, 1914

FIRST MEETINGS.

ADAMS, MATTHEW, Norton Woodseats, Sheffield Dec 1 at 12 Off Rec, Vignette in, Sheffield
 ARNOLD, JOHN, Heaton Chapel, Lancs, Grocer Dec 4 at 11 Off Rec, Castle chambers, & Vernon st, Stockport
 BAILEY, ALFRED, Westhorpe, Suffolk, Baker Dec 2 at 2.30 Off Rec, 36, Prince st, Ipswich
 BAKER, THOMAS, Altricham, Coal Merchant Dec 1 at 3 Off Rec, Byrom st, Manchester
 BAKER, CHARLES SEPTIMUS, Leamington, Theatre Lessee Dec 2 at 11.30 Off Rec, 8, High st, Coventry
 CHURCH, JAMES VALENTINE CHAPMAN, Oxford, Stationer Dec 3 at 11.30 1, 54 Aldate's, Oxford
 CROFT, THOMAS, Macclesfield, Kent, Machine Hand Dec 2 at 2.15 77, High st, Rochester
 COOPER, EDWARD, Cookham, Berks, Grocer Dec 3 at 12 14 Bedford row
 ELLIOTT, JOHN L, Maidstone, A Convict Dec 7 at 12 9, King st, Maidstone
 ELLIOTT, JOHN, Leicester, Boot Manufacturer Dec 1 at 3 Off Rec, 1, Berridge st, Leicester
 ELLIOTT, GEORGE, Kimberley, Notts, Cattle Dealer Dec 2 at 11 Off Rec, 4, Castle p, Park st, Nottingham
 ELLIOTT, GEORGE, Kimberley, Notts, Cattle Dealer Dec 2 at 12.30 Off Rec, 8, King st, Norwich
 EVANS, FRANK HAROLD, Kettering, Motor Dealer Dec 2 at 3 Off Rec, The Parade, Northampton
 FARVELL, EDWARD GELL, Pentre, Glam Grocer Dec 2 at 12.30 Off Rec, St. Catherine's chambers, St. Catherine's, Pontypridd
 FOSTER, WILLIAM, Newn Heath, Manchester, Tailor Dec 1 at 3.30 Off Rec, Byrom st, Manchester
 GIBBS, EDWARD, Kingston upon-Hill, Jeweller Dec 2 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
 GIBBS, F M, Barking, Essex Dec 3 at 12.30 14, Bedford row
 GIBBS, HERMAN CARL, Isleworth, Middx, Baker Dec 2 at 11.14, Bedford row
 GIBBS, WILLIAM JOHN, Cheltenham, Pork Butcher's Shopman Dec 1 at 3.30 County Court bldgs, Cheltenham
 GIBBS, HERBERT S & Co, London Wall Dec 2 at 11.30 Bankruptcy bldgs, Carey st
 GIBBS, AMOS, Beighton, Derby, General Dealer Dec 2 at 12 Off Rec, 4, Castle p, Park st, Nottingham
 GIBBS, ARTHUR, Queen Victoria st Dec 2 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDREWS, AGATHA HENRIETTA SYBILLA, Clifton gins, High Court Pet Oct 20 Ord Nov 19
 BAKER, WALTER THOMAS, Downham rd, Kinglad, Confectioner High Court Pet Sept 4 Ord Nov 21
 BAKER, WILLIAM LYNE, REGINALD SAMUEL BIDDLE and LAWRENCE WILLIAM WALSH, Scunthorpe, Lincs Tailors Great Grimby Pet Nov 13 Ord Nov 13
 BAKER, CHARLES SEPTIMUS, Leamington, Theatre Lessee Warwick Pet Nov 14 Ord Nov 19
 BRADSHAW, VICTOR, and HUGH BERNARD BRANSON, Wigan, Drapers Wigan Pet Nov 19 Ord Nov 19
 CATTIE, JAMES VALENTINE CHAPMAN, Oxford, Stationer Oxford Pet Nov 14 Ord Nov 29
 DUNN, GEORGE JOHN, Petersfield, Wholesale Tobacconist Portsmouth Pet Nov 18 Ord Nov 18

FORD, ERNEST, and JOHN OAKES, Kidsgrove, Staffs, Stonemasons Han'ry Pet Nov 21 Ord Nov 21
 GRIFFIN, JAMES DANIEL, Brighton, Hotel Manager Brighton Pet July 31 Ord Nov 20
 JORDAN, ELIZABETH FRANCES, Hastings Hastings Pet Nov 21 Ord Nov 21
 PARKINSON, WILLIAM, Stanley, Wakefield, Confectioner Wakefield Pet Nov 20 Ord Nov 21
 PEARSON, CHARLES JAMES, Petersfield Portsmouth Pet Nov 17 Ord Nov 17
 STEELE, ALEXANDER ROBERTSON, Holland st, Kensington, Merchant High Court Pet May 5 Ord Nov 19
 VAUGHAN, ARTHUR THOMAS, Trowlaw, General Blacksmith Pont pridd Pet Nov 21 Ord Nov 21

Amended Notice substituted for that published in the London Gazette of Oct 2:

BERSEKOFF, EDWARD, Beadon rd, Hammersmith Ladies' Tailor High Court Pet July 29 Ord Sept 29

ADJUDICATIONS ANNULLED.

NELSON, HENRY BYWATER, Dover st, Piccadilly High Court Adjud Jan 31, 1905 Annul Nov 18, 1914
 PAINTER, WILLIAM HENRY, Jun, Lowestoft, Smackowner, Great Yarmouth Adjud Jan 25, 1893 Annul Nov 16, 1914

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

GILLESPIE, JAMES, Beckenham, Kent High Court Rec Ord Dec 23, 1912 Adjud Jan 3, 1913 Resc & Annul Sept 11, 1914

London Gazette.—FRIDAY, NOV. 27.

RECEIVING ORDERS.

AITKEN, MARK HENRY, Oldham, Cardroom Jobb r Oldham Pet Nov 24 Ord Nov 23
 ANDERSON, F M, & Co, Greenwich, Kent, Confectioners Greenwich Pet Sept 29 Ord Nov 24
 BATE, ROBERT OAKDEN, Arbon rd, Highbury, Commercial Clerk High Court Pet Nov 21 Ord Nov 23
 BIRCH, TOM, Thornaby on Tees, Plumber Stockton on Tees Pet Nov 23 Ord Nov 23
 BLUNK, ISACK, Bethnal Green rd, Cap Manufacturer High Court Pet Nov 24 Ord Nov 24
 BUCK, JOHN Cricklewood, Middles, Builder High Court Pet June 5 Ord Nov 24
 CHISWELL, ALBERT, Pendleton, Lancs, Merchant's Clerk Salford Pet Nov 23 Ord Nov 23
 CLARKE, ARTHUR EDWARD, Lowestoft, Builder, Great Yarmouth Pet Nov 17 Ord Nov 17
 CRESWELL, GEORGE EDWARD, Gloucester Gloucester Pet Nov 23 Ord Nov 23
 EASTWOOD, LUKE, and MARTHA ELLEN EASTWOOD, Wimbwell, Yorks, Greenkeepers, Barnsley Pet Nov 24 Ord Nov 24
 ELLIOTT, JOHN ATKINS, Braintree, Dev'ns, Innkeeper Barnstable Pet Nov 26 Ord Nov 26
 FISCH, WALTER DUNSTAN, South Brent, Devon, Art Master Plymouth Pet Nov 25 Ord Nov 25
 FIX, JOHN, York rd, Islington, Master Baker High Court Pet Nov 24 Ord Nov 24
 FOULSHAM, FRANK, Talgarth mans, Baron's ct, Photographer High Court Pet Nov 25 Ord Nov 25
 FOWLER, ALFRED MOUNTAIN, Pres'yn, Flint, Architect Bangor Pet Nov 23 Ord Nov 23
 GODFREY, CHARLES CARTER, Cresschurch in, Engraver High Court Pet Oct 23 Ord Nov 20
 HAASER, GEORGE WILLIAM, Newlands pk, Sydenham, Meat Salesman High Court Pet Nov 25 Ord Nov 25
 HILL, CHARLES HARRY, Batley, Berks, Builder Oxford Pet Nov 24 Ord Nov 24
 HILL, JOHN CHARLES, Sutton Coldfield, Warwick, Building Contractor Birmingham Pet Nov 19 Ord Nov 23
 HIPKINS, GEORGE EDWARD, Dudley, Worcester, Electrical Engineer Dudley Pet Nov 24 Ord Nov 24
 HOLDAY, ALBERT E, Rochester, Gifford, Solicitor High Court Pet Nov 18 Ord Nov 23
 ISRAEL, BARNET, Commercial rd, Leather Dealer High Court Pet Nov 24 Ord Nov 24

JOHNSTONE, EDWARD HENDERSON, Shoe in High Court Pet July 10 Ord Nov 20
 KENTON, ELIZA GERTRUDE, Southport Liverpool Pet Nov 11 Ord Nov 25
 LILLY, ARTHUR, Woodford Green, Essex, Wholesale Provision Merchant High Court Pet Nov 23 Ord Nov 23
 LLOYD, ALICE, Weston super Mare Bridgewater Pet Nov 23 Ord Nov 23
 MARSH, J DARLINGTON High Court Pet Oct 5 Ord Nov 25
 MARSHALL, HARRY, Newport, Middlesbrough, Grocer Middlesbrough Pet Nov 25 Ord Nov 25
 MASH, NATHANIEL GEORGE, High st, Clapham, Fruiterer Wandsworth Pet Nov 25 Ord Nov 25
 MOOREHEAD, JOHN, Darlington, Durham, Tailor Stockton-on-Tees Pet Nov 23 Ord Nov 23
 NOEL & Co, Water in, Great Tower st, Provision Merchants High Court Pet Sept 2 Ord Nov 25
 ORR, ERNEST A, St Stephen's chambers, Telegraph st High Court Pet Mar 30 Ord Nov 25
 PAT-S, RICHARD REEVES, Winchester, Corn Merchant Winchester Pet Nov 25 Ord Nov 25
 PERRET, JOSEPH F, Goodmayes, Essex, Secretary High Court Pet June 26 Ord Nov 25
 PICKFORD, GEORGE, Leeds, Motor Engineer Leeds Pet Nov 24 Ord Nov 24
 PRITCHARD, ALFRED, E. solven, Glam, Collier Neath Pet Nov 24 Ord Nov 24
 SAID, ALI, South Shields, Grocer Newcastle upon Tyne Pet Nov 24 Ord Nov 24
 SNAPE, H, Mitcham, Surrey, Builder Croydon Pet Oct 5 Ord Nov 24
 SHORTER, MARY, Crouch End, Finsbury Dealer Edmonton Pet Nov 23 Ord Nov 23
 SIMPSON, BRAMWELL, Mansel d, Notts, Plumber Nottingham Pet Nov 23 Ord Nov 23
 SUNDERLAND, CATHERINE AGNES, Littleborough, Lancs Rochdale Pet Nov 23 Ord Nov 23
 TUCKER, GEORGE LEWIS, Bishopston, nr Swansea, Fruit er Swansea Pet Nov 23 Ord Nov 23
 WARLOW, GEORGE WILLIAM, and JOHN HARRY WARLOW, Mersey Tydd, Builders, Merthyr Tydfil Pet Nov 20 Ord Nov 24
 WHEATLEY, JAMES HENRY, and JAMES PARTON, Nun-eaton, Builders Cventry Pet Nov 5 Ord Nov 25

FIRST MEETINGS.

ADAMS, GEORGE WILLIAM, Colwyn Bay, Denbigh, Cloth r Dec 8 at 12.30 Crypt chambers, Chester
 AITKEN, MARK HENRY, Oldham, Card Room Operator Dec 16 at 3 Off Rec, Graves st, Oldham
 BATE, ROBERT OAKDEN, Arbon rd, Highbury, Commercial Clerk Dec 7 at 12.30 Bankruptcy bldgs, Carey st
 BEVAN, THOMAS GRIFFITH, Swansea, Labourer Dec 5 at 11 Off Rec, Government bldgs, 8, Mary st, Swansea
 BLUNK, ISACK, Bethnal Green rd, Cap Manufacturer Dec 8 at 11.30 Bankruptcy bldgs, Carey st
 BUCK, JOHN, Cricklewood, Middles, Builder Dec 10 at 1 Bankruptcy bldgs, Carey st
 CLARKE, ARTHUR EDWARD, Lowestoft, Builder Dec 5 at 12.30 Off Rec, 8, King st, Norwich
 COGGAN, JAMES, and EDWARD COGGAN, Ealand, nr Crowle, Lincs, Grocers Dec 10 at 11.30 Off Rec, Vignette in, Sheffield
 DENNIS, GEORGE JOHN, Petersfield, Wholesale Tobacconist Dec 7 at 3.30 Off Rec, Cambridge Junc, High st, Portsmouth
 EVANS, GEORGE SPENCER, Salford, Lancs, D tryman Dec 4 at 3 Off Rec, Byrom st, Manchester
 FIX, JOHN, York rd, Islington, Master Baker Dec 8 at 11 Bankruptcy bldgs, Carey st
 FORD, ERNEST and JOHN OAKES, Kidsgrove, Staffs, Stonemasons Dec 4 at 12 Off Rec, King st, Newcastle Staffs
 FOSTER, JOSEPH, Bishop Auckland, Durham, Grocer Dec 7 at 3 Off Rec, 3, Ma-or pl, Sunderland
 FOULSHAM, FRANK, Talgarth mans, Baron's ct, Photographer Dec 19 at 12 Bankruptcy bldgs, Carey st
 FROST, HARRY STANLEY, Camb rne, Cornwall, Wine, and Spirit Merchant Dec 7 at 12 Off Rec, 12 Princes st, Truro
 GODFREY, CHARLES CARTER, Cresschurch in, Engraver Dec 7 at 12 Bankruptcy bldgs, Carey st

THE LICENSERS INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

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APPLY FOR PROSPECTUS.

GREEN, WILLIAM, Hugglescott, Leicester Dec 4 at 12
Off Rec, 12, St Peter's churchyard, Derby
HAARER, GEORGE WILLIAM, Sydenham, Kent, Meat
Saler Dec 8 at 12.30 Bankruptcy bldgs
Carey at
HILL, JOHN CHARLES, Sutton Coldfield, Warwick,
Building Contractor Dec 4 at 11.30 Ruskin chmrs,
191, Corporation st, Birmingham
HOLIDAY, ALBERT E, Ricester, Oxford, Solicitor Dec 9
at 12 Bankruptcy bldgs, Carey at
ISRAEL, BARNET, Commercial rd, Leather Dealer Dec 9
at 11.30 Bankruptcy bldgs, Carey at
JOHNSTON, EDWARD HENDERSON, Shoe In Dec 9 at 11
Bankruptcy bldgs, Carey at
JONES, MORRIS, Belvoir Court, Carnarvonshire, Farmer
Dec 7 at 1.00 The Eagle Hotel, Llanrwst
JORDAN, ELIZABETH FRANCES, Hastings Fancy Draper
Dec 4 at 2.30 Off Rec, 124, Marlborough pl, Brighton
KEATLAND, ARTHUR, Colwyn Bay, Denbigh, Motor
Car Fr prior Dec 8 at 12 Crypt chmrs, Chest r
LILLET, ARTHUR, Woodford Green, Essex, Wholesale Pro-
vision Merchant Dec 7 at 11 Bankruptcy bldgs,
Carey at
MARSH, J. DARLINGTON, — Dec 8 at 11 Bankruptcy
bldgs, Carey at
NOEL & Co, Water In, Great Tower st, Provision Mer-
chants Dec 9 at 11 Bankruptcy bldgs, Carey at
ORB, ERNEST A, St. Stephen's chmrs, Telegraph st Dec 8
at 12 Bankruptcy bldgs, Carey at
PALMER, FRANCISCO CHARLES, Southey, Norfolk, Cycle
Agent Dec 4 at 10.30 Court Hou e, King's Lynn
PARKINSON, WILLIAM, Stanley, nr Wakefield, C infectioner
Dec 7 at 11 Off Rec, 21, King st, Wakefield
PRINSON, CHARLES JAMES, Worsfield Dec 7 at 3 Off
Rec, Cambridge Junction, High st, Portsmouth
PERRY, JOSEPH F, Goodma-e, Essex, Secretary Dec 9
at 11 Bankruptcy bldgs, Carey at
SAID, ALI, Son h Shields, Grocer Dec 8 at 11 Off Rec,
5, Mosley st, Newcastle upon Tyne
VAUGHAN, ARTHUR THOMAS, Treasaur, General Black-
smith Dec 4 at 11.15 Off Rec, St. Catherine's chmrs,
54 Catherine st, Pontypriid
WARLOW, GEORGE WILLIAM, and JOHN HARRY WARLOW,
Merthyr Tydfil, Builders Dec 4 at 11.30 Off Rec, St.
Catherine's chmrs, St. Catherine st, Pontypriid
WOOD, WILLIAM HENRY, Bir-ingham, Electrical Engineer
Dec 9 at 11.30 Ruskin chmrs, 191, Corporation st, Bir-
mingham

ADJUDICATIONS.

AITKEN, MARK HENRY, Oldham, Cardroom Jobber
Oldham Pet Nov 23 Ord Nov 23
BATE, ROBERT WARDEN, Highbury, Commercial Clerk
High Court Pet Nov 23 Ord Nov 23
BIRCH, TOM, Thornaby on Tees, Plumber Stockton on
Tees Pet Nov 23 Ord Nov 23
CHISWELL, ALBERT, Pendleton, Lancs, Merchant's
Clerk Salford Pet Nov 23 Ord Nov 23
CLARK, ARTHUR EDWARD, Lowestoft, Builder Great
Yarmouth Pet Nov 17 Ord Nov 17
CREWELL, GEORGE EDWARD, Gloucester Gloucester
Pet Nov 25 Ord Nov 25
EASTWOOD, LUKE, and MARTHA ELLEN EASTWOOD, Womb-
well, York, Greengrocers Barrow Pet Nov 14 Ord
Nov 14
ELLIOT, JOHN LOVE, Maldstone, A Convict Maldstone
Pet Oct 8 Ord Nov 24
ELLIOTT, JOHN ATKINS, Braintree, Devon, Innkeeper
Barnstaple Pet Nov 25 Ord Nov 25
FINCH, WALTER DURSLEY, South Brent, Devon, Art
Master Plymouth Pet Nov 25 Ord Nov 25
FIX, JOHN, York rd, Islington, Master Baker High Court
Pet Nov 24 Ord Nov 24
FOWLER, ALFRED MOUNTAIN, Prestatyn, Flint, Architect
Bangor Pet Nov 23 Ord Nov 23
HAARER, GEORGE WILLIAM, Sydenham, Kent, Meat Sale-
man High Court Pet Nov 25 Ord Nov 25
HILL, CHARLES HARRY, Botley, Berks, Builder Oxford
Pet Nov 24 Ord Nov 24
HIPPIN, GEORGE EDWARD, Dudley, Worcester, Electrical
engineer Dudley Pet Nov 24 Ord Nov 24
ISRAEL, BARNET, Commercial rd, Leather Dealer High
Court Pet Nov 24 Ord Nov 24
LILLET, ARTHUR, Woodford Green, Essex, Wholesale Pro-
vision Merchant High Court Pet Nov 23 Ord
Nov 23
LLOYD, ALICE, Weston super Mare Bridgwater Pet
Nov 23 Ord Nov 23
MARSHALL, HARRY, Newport, Middlesbrough, Grocer
Middlesbrough Pet Nov 23 Ord Nov 23
MASH, NATHANIEL GEORGE, High st, Clapham, Fruiterer,
Wandsworth Pet Nov 25 Ord Nov 25
MATTHEW, FLORENCE MAUD, Barking, Essex Chelmsford
Pet Oct 24 Ord Nov 24
MCGREGOR, JOHN, Darlington, Durham, Tailor Stockton
on Tees Pet Nov 23 Ord Nov 23
PARKER, MACKWORTH PHAED, and FREDERICK THOMAS
BUTLER, Plymouth, Bankers Plymouth Pet Sept 21
Ord Nov 23
PATES, RICHARD REEVES, Winchester, Corn and Cal
Merchant Winchester Pet Nov 25 Ord Nov 25
PICKUP, GEORGE, Leeds, Motor Engineer Leeds Pet Nov
24 Ord Nov 24
PRITCHARD, ALFRED, Resolven, Glam, Collier Neath Pet
Nov 24 Ord Nov 24
RYAN, JAMES PETER, Swanage, Dorset, Outfitter Poole
Pet Sept 9 Ord Nov 27
SAID, ALI, South Shields, Grocer Newcastle upon Tyne
Pet Nov 24 Ord Nov 24
SIMPSON, BRAMWELL, Mansfield, Notts, Plumber Notting-
ham Pet Nov 23 Ord Nov 23
SUNDERLAND, CATHERINE ADNES, Littleborough, Lancs
Rochdale Pet Nov 23 Ord Nov 23
TUCKER, GEORGE LEWIS, Bishopston, nr Swansea, Fruiterer
Swansea Pet Nov 23 Ord Nov 23

WARLOW, GEORGE WILLIAM, and JOHN HARRY WARLOW,
Merthyr Tydfil, Builders Merthyr Tydfil Pet Nov
23 Ord Nov 24

London Gazette.—TUESDAY, Dec. 1.

RECEIVING ORDERS.

AARON, ISRAEL, Blackburn, Picture Framar Blackburn
Pet Nov 26 Ord Nov 25
BENTON, JOHN WILFRED, Fulstow, Lincs, Hay and 1st aw
Merchant Great Grimby Pet Nov 26 Ord Nov 26
BOURNER, ALBERT EDWARD, Hall Halifax Pet Nov 23
Ord Nov 23
BOYER, HERNARD, Liverpool, Tailor Liverpool Pet Oct
31 Ord Nov 27
BROWN, CHARLES CHRISTOPHER, Cambridge, Oil and Hard-
ware Merchant Cambridge Pet Nov 28 Ord Nov 28
BULLARD, ARNOLD ROBERT, Norwich, Hairdresser Nor-
wich Pet Nov 27 Ord Nov 27
BURCHELL, EDWARD, Midsomer Norton, Somerset, Saddler
Wells Pet Nov 23 Ord Nov 23
CART, JOHN, Leicester, Cattle Dealer Leicester Pet Nov
14 Ord Nov 27
COLE, ARTHUR ROBERT, Frome, Somerset, Butcher
Frome Pet Nov 23 Ord Nov 23
DUNGEY, CHARLES ALFRED, Hoxton st, Hoxton High
Court Pet Oct 26 Ord Nov 27
D'USSE, ELISA, Barners st High Court Pet Nov 27 Ord
Nov 27
EVANS, JOHN, Bishopston, nr Swansea, Builder Swansea
Pet Nov 27 Ord Nov 27
FLETCHER, JOHN H, Hifax, Packing Case Maker Halifax
Pet Nov 27 Ord Nov 27
FRYER, RICHARD STANLEY, Clayton le Moors, Milliner
Blackburn Pet Nov 12 Ord Nov 27
HARDING, WILLIAM JOHN, Budeigh Salt rton, Devon,
Builder Exeter Pet Nov 26 Ord Nov 26
HARRIS, W, Church st, Kensington, Dealer in Antiques
High Court Pet Sept 16 Ord Nov 27
HOLLAND, JOHN ROBERT, Horsforth, Yorks, Forage Mer-
chant Leeds Pet Nov 27 Ord Nov 27
JACOBSEN, F, & Co, Torrey st, Provision Merchants High
Court Pet Nov 6 Ord Nov 27
JONES, ROY CHARLES PERRY, Huntingford, Herts High
Court Pet July 30 Ord Nov 27
JONES, EVAN, Lambeth walk, Dairyman High Court
Pet Nov 4 Ord Nov 27
JONES, RICHARD, Mardy, Glam, Colliery Roadman
Pontypriid Pet Nov 23 Ord Nov 26
KING, WILLIAM TINDAL, Little Stanhope st High Court
Pet Jan 10 Ord Nov 25
LOADER, ALFRED JOSEPH, Nelson, Lancs, Medical
Electrician Burnley Pet Nov 26 Ord Nov 26
MARTIN, GEORGE ERNEST, Bournemouth, Architect's
Manager Poole Pet Nov 26 Ord Nov 26
MEES, ALBERT SIDNEY, Mells, nr Frome, Somerset, Baker
Frome Pet Nov 23 Ord Nov 23
PARSONS, FRANCIS JOHN, and JOSEPH WADE, Liverpool,
Bespoke Tailors Liverpool Pet Oct 31 Ord
Nov 23
PHILLIPS, ALEXANDER, Leeds, Boot Manufacturer Leeds
Pet Nov 6 Ord Nov 27
PURVES, ROBERT MUNRO, New Shilton, Durham, Draper
Durham Pet Nov 27 Ord Nov 27
RICHARDS, HENRY POWELL, Mecklenburgh sq, Solicitor
High Court Pet Sept 7 Ord Nov 25
ROSS, WILLIAM THOMSON, Park av South, Crouch End,
Commercial Traveller High Court Pet Nov 26 Ord
Nov 26
ROWELL, GEORGE EDWIN, Lincoln, Decorator Lincoln
Pet Nov 27 Ord Nov 27
RUSHWORTH, CATHERINE HAMMOND, Todmorden Barley
Pet Nov 26 Ord Nov 26
SKELTON, ARTHUR HENRY, Great Grimby, Draper Great
Grimby Pet Nov 27 Ord Nov 27
STEADMAN, EMMA THATCHER, Wolverhampton Wolver-
hampton Pet Nov 23 Ord Nov 23
STRANG, ALEXANDER, London rd, Southwark High Court
Pet July 3 Ord Nov 26
WARD, ROBERT, Stockport, Cheshire, Agent Stockport
Pet Nov 23 Ord Nov 23

FIRST MEETINGS.

AARON, ISRAEL, Blackburn Dec 10 at 11.30 Off Rec, Fyran
st, Manchester
BIDDLE, WILLIAM LYNE, REGINALD SAMUEL BIDDLE, and
LAWRENCE WILLIAM WALKE, Souththorpe, Lincs,
Tailors Dec 9 at 11 Off Rec, St Mary's chmrs, Great
Grimby
BIRCH, TOM, Thornaby on Tees, Plumber Dec 10 at 11.30
Off Rec, Court chmrs, Albert rd, Middlesbrough
BRANSON, VICTOR, and HUGH BERNARD BRANSON, Wigan,
Drapers Dec 10 at 11.30 Off Rec, 19, Exchange st,
B'ham
CART, JOHN, Leicester, Cattle Dealer Dec 3 at 3 Off Rec
1, Berridge st, Leicester
CHISWELL, ALBERT, Pendleton, Lancs, Merchant's Clerk,
Dec 8 at 3 Off Rec, Byron st, Manchester
DUNGEY, CHARLES ALFRED, Hoxton st, Hoxton Dec 11 at
12 Bankruptcy bldgs, Carey at
D'USSE, ELISA, Barners st High Court Dec 11 at 11 Bankruptcy bldgs,
Carey at
EASTWOOD, LUKE, and MARTHA ELLEN EASTWOOD, Womb-
well, York, Greengrocers Dec 9 at 10 Off Rec,
County Court Hall, Regent st (Exitgate entrance),
Barnsley
ELLIOTT, JOHN ATKINS, Braintree, Devonshire, Innkeeper
Dec 9 at 11.30 High at, Barnstaple
FLETCHER, JOHN H, Hifax, Packing Case Maker Dec 9
at 11.15 County Court House, Prescott st, Halifax
HARDING, WILLIAM JOHN, Budeigh Salt rton, Devon,
Builder Dec 14 at 3 Off Rec, 9, Bedford circus,
Exeter
HARRIS, W, Church st, Kensington, Dealer in Antiques
Dec 10 at 1 Bankruptcy bldgs, Carey at

F JACOBSEN & Co, Tooley st, Provision Merchants Dec
11 at 1 Bankruptcy bldgs, Carey at
JONES, ROY CHARLES PERRY, Huntingford, Herts Dec
11 at 12 Bankruptcy bldgs, Carey at
JONES, EVAN, Lambeth walk, Dairyman Dec 11 at 12
Bankruptcy bldgs, Carey at
JONES, RICHARD, Mardy, Glam, Colliery Roadman Dec
9 at 11.15 Off Rec, St Catherine's chmrs, St
Catherine st, Pontypriid
KING, WILLIAM TINDAL, Little Stanhope st Dec 11 at
11 Bankruptcy bldgs, Carey at
LLOYD, ALICE, Weston super Mare Dec 9 at 11.30
Baldwin st, Bristol
MARSHALL, HARRY, Middlesbrough, Grocer Dec 10 at
12.30 Off Rec, Court chmrs, Albert rd, Middle-
brough
MARTIN, GEORGE ERNEST, Bournemouth, Architect's
Manager Dec 8 at 2.30 Dorchester chmrs, Wyve-
ton rd, Bournemouth
MASH, NATHANIEL GEORGE, High st, Clapham, Fruiterer
Dec 8 at 11.30 123, York rd, Westminster Bridge rd
MCGREGOR, JOHN, Darlington, Tailor Dec 10 at 11
Court chmrs, Albert rd Middlesbrough
PATES, RICHARD REEVES, Winchester, Corn Merchant
Dec 9 at 12 Off Rec, Midland Bank chmrs, High a,
Southampton
PHILLIPS, ALEXANDER, Leeds, Boot Manufacturer
Dec 9 at 11.30 Off Rec, 24, Bond st, Leeds
PICKUP, GEORGE, Leeds, Motor Engineer Dec 9 at 11 Off
Rec, 24, Bond st, Leeds
PURCHASE, BERTRAM, Barnwood, Smethwick, Shuh
Grocer Dec 9 at 12 Ruskin chmrs, Corporation,
Birmingham
RICHARDS, HENRY POWELL, Mecklenburgh sq, Solicitor
Dec 10 at 12 Bankruptcy bldgs, Carey at
ROSS, WILLIAM THOMSON, Park av South, Crouch End,
Commercial Traveller Dec 9 at 12 Bankruptcy bldgs,
Carey at
ROWELL, GEORGE EDWIN, Lincoln, Painter Dec 11 at 11
Off Rec, 16, Bank st Lincoln
SEALE, H, Mile ham, Surrey, Builder Dec 11 at 11
York rd, Westminster Bridge rd
SIMPSON, BRAMWELL, Mansfield, Notts, Plumber Dec
11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
STEADMAN, EMMA THATCHER, Wolverhampton Dec 11
at 12 Off Rec, 3, Lichfield st, Wolverhampton
STRANG, ALEXANDER, London rd, Southwark Dec 10 at
12 Bankruptcy bldgs, Carey at
TUCKER, GEORGE LEWIS, Bishopston, nr Swansea, Fruiterer
Dec 10 at 11 Off Rec, Government bldgs, 5
Mary st, Swansea

ADJUDICATIONS.

AARON, ISRAEL, Blackburn, Picture Framar Blackbn
Pet Nov 26 Ord Nov 25
ARNOLD, JOHN, Heaton Chapel, Lancs, Grocer Stockport
Pet Nov 5 Ord Nov 27
BENTON, JOHN WILFRED, Fulstow, Lincs, Hay and 1st aw
Merchant Great Grimby Pet Nov 26 Ord Nov 26
BLUNK, ISAAC, Bethnal Green rd, Cap Manufacturer
High Court Pet Nov 24 Ord Nov 27
BOURNER, ALBERT EDWARD, Hifax Halifax Pet Nov
26 Ord Nov 26
BROWN, CHARLES CHRISTOPHER, Cambridge, Oil and Har-
ware Merchant Cambridge Pet Nov 28 Ord Nov 28
BULLARD, ARNOLD ROBERT, Norwich, Hairdresser Nor-
wich Pet Nov 27 Ord Nov 27
BURCHELL, EDWARD, Midsomer Norton, Somerset, Sad-
dler Wells Pet Nov 23 Ord Nov 23
COLLE, ARTHUR ROBERT, Frome, Somerset, Baker
Frome Pet Nov 23 Ord Nov 23
D'USSE, ELISA, Barners st High Court Pet Nov 27 Ord
Nov 27
FLETCHER, JOHN, Halifax, Packing Case Maker Halifax
Pet Nov 27 Ord Nov 27
FRYER, RICHARD STANLEY, Clayton le Moors, Milliner
Blackburn Pet Nov 12 Ord Nov 27
HARDING, WILLIAM JOHN, Budeigh Salt rton, Devon,
Builder Exeter Pet Nov 26 Ord Nov 26
HILL, JOHN CHARLES, Sutton Coldfield, Building Ge-
tractor Birmingham Pet Nov 19 Ord Nov 25
HOLLAND, JOHN ROBERT, Horsforth, Yorks, Forage Mer-
chant Leeds Pet Nov 27 Ord Nov 27
JONES, RICHARD, Mardy, Glam, Colliery Roadman Ponty-
priid Pet Nov 23 Ord Nov 26
LINGS, YOSE, Mile End rd, Costume Manufacturers High
Court Pet Sept 14 Ord Nov 25
LOADER, ALFRED JOSEPH, Nelson, Lancs, Medical
Electrician Burnley Pet Nov 26 Ord Nov 26
MARTIN, GEORGE ERNEST, Bournemouth, Architect's
Manager Poole Pet Nov 26 Ord Nov 26
MEES, ALBERT SIDNEY, Mells, nr Frome, Somerset, Baker
Frome Pet Nov 23 Ord Nov 23
MYRING, THOMAS HEWITT, Norfolk st, Park in High
Court Pet Jan 1 Ord Nov 25
ORB, ARTHUR ROXBURGH, Tedworth sq, Chelsea High
Court Pet Dec 8 Ord Nov 13
PURCHASE, BERTRAM, Barnwood, Smethwick, Shuh
Grocer West Bromwich Pet Nov 6 Ord Nov 26
PURVES, ROBERT MUNRO, New Shilton, Durham, Draper
Durham Pet Nov 27 Ord Nov 27
ROSS, WILLIAM THOMSON, Park av South, Crouch End,
Commercial Traveller High Court Pet Nov 23 Ord
Nov 23
ROWELL, GEORGE EDWIN, Lincoln, Painter Lincoln Pet
Nov 27 Ord Nov 27
RUSHWORTH, CATHERINE HAMMOND, Todmorden Burnley
Pet Nov 26 Ord Nov 26
SKELTON, ARTHUR HENRY, Great Grimby, Draper Great
Grimby Pet Nov 27 Ord Nov 27
STEADMAN, EMMA THATCHER, Wolverhampton Wolve-
hampton Pet Nov 23 Ord Nov 23
WARD, ROBERT, Stockport, Cheshire, Agent Stockport
Pet Nov 23 Ord Nov 23

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